

**NASSAU HEALTH CARE CORPORATION**

**NASSAU UNIVERSITY MEDICAL CENTER**

**2201 Hempstead Turnpike  
East Meadow, NY 11554**

**REQUEST FOR PROPOSALS**

**Title of RFP: ADT Scheduling, Registration, and Patient Billing Software System**

**Date of Issuance of RFP: Wednesday, October 15, 2008**

**Deadline for Submission of Written Proposals: Monday, November 3, 2008**

**Contact Office: Lawrence P. Honold  
Director, Information Technology  
Nassau Health Care Corporation  
2201 Hempstead Turnpike  
East Meadow, NY 11554  
(516) 572-6615  
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## **SCHEDULE A**

### **DESCRIPTION OF SERVICES SOUGHT AND ADDITIONAL CRITERIA**

**Please read the full text of the Request for Proposals to which this Schedule is attached for important information concerning the terms of this Request for Proposals and additional required information.**

**1. Project**

The Nassau Health Care Corporation (“NHCC”) is seeking proposals from qualified firms to provide an ADT Scheduling, Registration, and Patient Billing Software System as detailed below.

**2. Description of Services Sought**

#### **Specifications for ADT Scheduling, Registration, and Patient Billing Software System**

- Complete compliance with HIPAA regulations
  - Privacy
  - Security
  - Activity logs including historical modifications to information, data element modified/added/deleted, date/time stamped with user identification of each change
  - All transaction code sets
- HL/7 interface functionality both outbound and inbound
  - Online real-time
  - Batch Mode
- Report generation engine
  - Vendor to provide all table formats
  - Vendor to provide documentation of all table linkages
  - Vendor to provide system architecture documents
- Inpatient Admit Discharge and Transfer functionality including but not limited to:
  - Void Admits
  - Pending Admits
  - Discharge Reversal

- Pre- Admissions
- Mother Baby linkage
- Ability to handle unlimited number of stays per patient as indicated as stay number being large enough to permit '99999' stays.
- Duplicate Medical Record Number (MRN) algorithms for location and recognition of possible duplicate MRN's . (defined as one patient having been assigned more than one Medical Record Number) Provide function to merge the two MRN's into one account selectivity by NHCC personnel and optionally generate appropriate HL/7 transaction.
- Multi-site functionality provides ability to separate Hospital patients from five (5) Community Health Centers, while still permitting ability to link the two without generating a duplicate MRN.
- Inpatient Bed Board
  - NHCC customizable bed attributes.
  - Male / Female indicators.
  - Clean / Dirty indicators.
  - Bi-directional housekeeping communication
    - Bed to be cleaned.
    - Bed cleaned ready for use.
  - System matching of bed attributes with patient requirements
  - Graphical display of rooms and beds within unit.
  - Generation of detail and statistical reports:
    - Discharge time to bed clean time.
    - Housekeeping n room to bed cleaned and ready for use.
    - Workload by unit, nursing station, floor service, etc.
- Inpatient Patient Tracking (ancillary, transport, etc...)
  - Tracking of patient in to and out of assigned room for ancillary testing.
  - Census statistics not to be altered by these movements.
- Event times and durations, including but not limited to:
  - ED door time to triage.
  - Triage time to registration.
  - Registration to Physician.
  - ED door time to discharge.
  - Physician to admission.
  - Admit order time to in bed time.
  - Discharge order to actual patient leaving facility.
  - Ambulatory check in time to physician time.
  - Ambulatory check in time versus appointment time.
- Bar Coding (ID bracelets, system generated forms, etc...)

- NHCC customizable bracelets, forms, etc.
- Inpatient referrals tracking to outpatient clinic and ancillary appointments producing availability of down stream revenue and ancillary and referral statistics.
- Vital Statistics Death Registry
- Vital Statistics Birth Registry
- Dynamic physician master update in the case of a referring physician not being previously known to the system including the required entry of
  - Physician name
  - Address
  - Fax/phone
  - License number
    - Medicaid license # prefix
  - NPI
  - Taxonomy code
  - Professional Code
  - Ability to generate and accept HL/7 interface records.
  - Identification by type including but not limited to:
    - Facility
    - Resident
    - Nurse Practitioner
    - Voluntary
    - Primary Care Physician
    - Referring
- Clinic encounter to Inpatient transfer to include
  - Automatic copying of patient demographic and financial information.
  - Automatic copying of basic patient clinical information from the Emergency encounter.
- Newborn Admit processing to include
  - Linkage of newborn to Mother's encounter
  - Copying of Mother's demographic information to the newborn's demographic information including change of first name to 'Baby Girl', Baby Boy'.
- Online census
  - Online inpatient census screens with options for dates and services/locations including all.
  - On line outpatient census screens with options for dates and clinics including all, to display counts and detail (optionally) of the number of patient registered.

- Basic Front Desk Inquiry
  - Display of basic patient information only
  - No linkage to other more detailed screens
- Face Sheet printing
  - Ability to route printed face sheet to printer located at the nursing station where patient was admitted.
- Lock out of delete functions
  - By user profile
  - Status of charges attached to account.
- Support Advanced Beneficiary Notification
- Support MSP, Medicare Secondary Payer
- Support Emancipated Minor processing
- Support scanning of identification, insurance cards, etc. to be stored with the patient demographic record.
- Support ability to photograph patient and store image with the patient demographic record for display when registering for future services.
- Collection and maintenance of:
  - Patient e-mail address
  - Primary care physician
  - Attending physician
  - Referring physician
  - Other physician
- Outpatient registration
  - Customizable by NHCC to reflect structure of ambulatory care including specialty and sub-specialty
  - Customizable by NHCC to change flow of data collection based on service registration or clinical sub-specialty
- Outpatient Appointment Scheduling:
  - Customizable by NHCC to schedule by care provider, service, modality or complexity
  - Customizable by NHCC to define hours of operation, duration of encounter based on service type, provider or modality, ability to configure for double booking
  - Generation of reports and out guides in advance of scheduled appointments to facilitate collection of Medical Record

- Provision of on-line wait times reporting
  - Provide statistical reporting functions both batch and on-line, including but not limited to:
    - Ambulatory area activity reports vs. schedule.
    - Service provider activity reports vs. schedule.
- Support of and updates to New York State and Federal DRG Groupers.
- Support sliding scale.
  - Inpatient
  - Outpatient
- Support reporting to IME (Indirect Medical Education)
- Support Reporting to GME (Graduate Medical Education)
- Support New York State Medicaid Enhanced APG billing
- Support Outpatient Prospective Payment System APC billing
- Support NPI (National Provider Identifier)
- Support CMG (Case Mix Grouper)
- Support and full compliance with NYS SPARCS regulations and reporting
- Support Dunning Collection processing, customizable by NHCC
- Support Billing Work Lists customizable by NHCC for work list grouping
- Support ambulance billing.
- Support Payment posting manual and electronic
  - Support on-account and Date-of-Service posting
- Support cashiering function
  - Posting to specific visit or stay
  - Issuance of payment receipt
  - Reporting and draw reconciliation
- Provide Claims Management functionality for viewing claims as they would appear if printed
  - Including UB-92 / UB-04 code translation
  - System specific code translation
  - Provide re-submission of edited claim include forward compatible modification of original date collection

- Support Implant billing including ability to include clinical and implant information collected from the front-end
- NHCC configurable Error Edits based on payer and or service.
  - On-line ADT/Registration
  - Billing
- Support NHCC configurable Bill Hold codes.
- Ability to manually export/import:
  - Dunning information:
    - Referrals to collection agencies
    - Posting of information collected by collection agencies.
  - Insurance follow-up information from outside agencies.
- Ability to mass apply in batch mode:
  - Write offs.
  - EMEVS status.
  - Transfer to next payer.
- Generation of 837 5010 format records.
- Contract manager functionality, providing ability to alter standard billing based upon a negotiated contract between NHCC and payer
- Provide ability to track a claim vs. the payers maximum billing lag days.
- Support late charge billing requirements of all payers customizable by NHCC
- Insurance verification / authorization
  - Maintain number of visits approved decremented as pre-approved visits are used. Issue warning messages when level drops to a configurable number. Where payer provides the capability, to be done on-line real-time.
  - Provide service for:
    - NYS Medicaid
    - Medicare
    - Commercial payers where offered.
- Support Dialysis billing:
  - Including clinical information collected via registration or Clinical system.
- Support psychiatric billing
- Support rehabilitation billing
- Support Dental Billing

- Support Claim Denial Management
  - Denial code translator
  - Work list interface
  - Integration with ADT/Registration for automatic correction of data collection errors causing individual patient claim denial.
- Support different billing schedules based upon patient financial class or other specific criteria customizable by NHCC
- Support Medicaid rate code billing
- Support date correlation of ancillaries with stay/visit
- Support List Bill billing for institutional and contract provision of care.
- Support date specific charges and CPT billing
- Support integration with claims clearing houses.
- Support NHCC configurable application security protocols
  - Length and character configuration of user id
  - Length and character configuration of passwords
  - Automatic idle log off
  - Automatic lock on unused user accounts
  - Automatic password change requirement
  - Automatic account lock after three (3) failed attempts to log on
  - Automatic e-mail to NHCC defined e-mail address in the event a user account is locked out due to failed attempts
  - Automatic account lock out must require human intervention to unlock
  - Logging of failed log on attempts including PC name
- End-User Support
  - Provision of on-line and phone support.
  - Product must be capable of creating file back-ups without impacting system availability
  - Provision of end-user training manuals updated as product functionality changes.
  - Provision of 24 X 7 on-line problem reporting mechanism including:
    - Web enabled problem reporting system
    - Issuance of problem number
    - Issuance of e-mail to reporting NHCC personnel
    - Escalation procedure
    - Problem ranking by NHCC indicating level of severity.
    - Vendor resolution of problem to be prioritized by order of NHCC severity indicator.
    - Phone support 24 X 7 depending upon problem severity



- Applications Support
  - Compliance with all Federal, New York State and Local regulations
  - Regular updates of product with new features as generally released or in response to NHCC requests for functionality
  - Availability of content experts via phone support or on-site as required.
  - On-going training, computer based and on-site
  
- Extended Project Services (including implementation)
  - On-going consultation as required by NHCC
  - Routine Vendor / NHCC meeting:
    - Overview of use of product
    - Updates request status
    - Correct utilization of product
    - Reporting of systematic issues and work around
    - Review of current practices and analysis of workflow changes to increase efficient utilization of system
  
- Disaster Recovery Planning and Execution
  - Must comply with NHCC Disaster Recovery practices
  - Client server system must utilize up-to-date technology in provision of CPU, Disk and Server redundancy
  - Compatibility with SAN technology
  - System must be hot swappable, server to server.
  - Vendor technical and content specialists must be available within twelve (12) hours of notification that NHCC has suffered a disaster requiring alternate site utilization as determined by NHCC DRP / Security officer.

# NASSAU HEALTH CARE CORPORATION

## REQUEST FOR PROPOSALS

### **I. Introduction**

The Nassau Health Care Corporation (“NHCC”), a New York State public benefit corporation created by the Public Authorities Law of the State of New York, is a 1,120-bed health care system. NHCC operates the Nassau University Medical Center, a 530-bed tertiary care teaching hospital (“NUMC”); the A. Holly Patterson Extended Care Facility, an 589-bed skilled nursing facility; and six Diagnostic and Treatment Centers (the “Community Health Centers” or “CHCs”). NHCC is affiliated with the North Shore-Long Island Jewish Health System and the Health Sciences Center of the State University of New York at Stony Brook and maintains a strong commitment to the education of healthcare providers. NHCC has a proud tradition of service and caring to the people of Long Island, and particularly the Nassau County community. Today, its staff of over 3300 treats more than 72,000 persons annually in its Emergency Department, 23,000 in-patients, 2,000 deliveries, and more than 200,000 patient visits in over 85 specialized clinics.

NHCC is requesting proposals for the services described in Schedule A of this Request for Proposals (“RFP”). The deadline for submission of Proposals is set forth in Schedule A. Proposals shall be prepared and submitted as outlined below; proposals that do not conform to these requirements may be disqualified.

### **II. Process To Be Followed**

This RFP is available to interested parties through the NHCC office designated in Schedule A. It may also be downloaded by clicking on the “Procurement” link found on the NHCC website at [www.numc.edu](http://www.numc.edu). All requests for information concerning this RFP should be directed to the contact office designated in Schedule A in writing by the due date for information requests specified in Schedule A, or if no date is specified, SEVEN (7) business days prior to the due date for proposals.

Proposers must submit **ONE ORIGINAL, FOUR (4) COPIES, and ONE COPY ON CD** of their proposals by 3:00 p.m. on the Due Date specified in Schedule A. Electronic or facsimile proposals will not be accepted. Proposals shall be sent to:

Lawrence Honold  
c/o Office of Legal Affairs  
Nassau Health Care Corporation  
2201 Hempstead Turnpike  
East Meadow, New York 11554  
516 – 572 – 6062

Each written proposal must include the forms attached in Appendix A to this RFP. Each

Proposer shall be notified whether it has been selected following completion of NHCC's evaluation of proposals received. The selected Proposer will then enter into negotiations with NHCC regarding the specific terms of an appropriate agreement. If agreement cannot be reached with a selected Proposer within a reasonable time, NHCC may reject that Proposer and commence negotiations with one or more other Proposers.

Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

### **III. Contents of Proposals**

Please limit proposals to the following information only. Provide the same information in each section for any sub-consultants proposed:

- A. Name of the Proposer.
- B. Contact person for the Proposer, including name, address, phone and fax numbers, e-mail address and other contact information.
- C. Proposer Background, including:
  1. Brief history of your Firm and a description of all services your Firm provides.
  2. A summary description of its organizational structure (e.g., corporation, partnership, LLC, etc.), its history (including information on the date of its formation and the State of its formation), its management and ownership structure (including the name and address of its officers, and of each person, directly or indirectly holding a five percent (5%) or greater ownership interest in the Proposer.
  3. A description of the Proposer's existing business operations, including number of employees by discipline.
  4. Proposals must demonstrate the qualifications and experience of the Proposer specifically related to the services contemplated by this RFP.
  5. Proposer's financial information. This information is needed to ensure that each Proposer will be capable of performing its obligations under any agreement entered into between the Proposer and NHCC. Demonstration of the applicant's financial soundness may be established by submitting the following information:

- a. A copy of the Proposer's most recent annual audited financial statement and annual audited financial statements for the previous two years.
  - b. Copies of the Proposer's subsequent quarterly financial reports.
  - c. Detailed information of any changes in the mode of conducting the Proposer's business, including bankruptcy proceedings or filings, and merges or acquisitions within the past 3 years.
  - d. List of any bankruptcy proceedings in the past ten years initiated by or against the Proposer or any affiliate or related company.
6. At least three business references (including names of individuals, their titles, organizations, mailing addresses, telephone and fax numbers, and e-mail addresses).
7. A Proposer that is a licensed health care provider or other licensed entity must include information concerning any material negative findings, sanctions imposed or pending regulatory or legal proceedings.
8. Proposals must include the following:
  - a. List of any and all criminal convictions within the last ten years rendered against the Proposer, any officer or director thereof, or any affiliate or related company and its officers and directors.
  - b. List of any and all civil and professional liability actions against the Proposer within the last ten years.
  - c. List of any and all civil penalties, judgments, consent decrees, violations, Statements of Deficiency or other sanctions within the last ten years rendered against the applicant, any officer or director thereof, or any affiliate or related company and its officers and directors.
  - d. List of any and all current investigations, indictments or pending litigation by any Federal, State or local jurisdiction initiated against the applicant, any officer or director thereof, or any affiliate or related company and its officers and directors.
  - e. List of any and all actions occurring within the last ten years which have resulted in revocation or suspension of any permit or authority to do business in any Federal, State, or local jurisdiction, by the applicant, any officer or director thereof, or any affiliate or related company and its officers and directors.
  - f. List of any and all actions occurring in the past ten years that have resulted in the barring from public proposal submission of the

applicant, any officer or director thereof, or any affiliate or related company and its officers and directors.

D. Qualifications of Proposer to carry out this specific project or to provide these services, including a list of comparable projects and identification of individuals (including their names, titles, organizations, mailing addresses, telephone, fax numbers, and e-mail addresses) who may be contacted with respect to each comparable project.

1. Provide adequate information demonstrating experience on projects of similar scope and magnitude. Project start/completion dates and owner/client reference must be included.
2. List all projects your Firm has completed or is in progress for the past 18 months. Give a brief description of each project, including owner, size of facility, type of work performed, and size of project and completion date.
3. List the five similar projects your Firm has completed (or is in progress). Give a brief description of each project; include the size of the facility, owner and owner contact to be used for reference purposes. Also include project start and completion (proposed) date.

E. The qualifications and experience of Proposer's staff and management for the project, including any proposed sub-contractors.

1. List the professional and support positions and number or personnel in each position. Provide resumes for all key staff and subcontractors (resumes must be no longer than two pages per individual).
2. Provide an organizational chart that includes all personnel who will be committed to this engagement. Provide specific information as to their experience on engagements similar to this one. For the project manager identified as part of the project team, provide the name and contact information of three clients with whom that person has worked on a similar building project.
3. List professional consultants outside your Firm you propose to provide services not available from your Firm. Provide specific information documenting their work on similar projects.

F. Project Approach/Team

1. Indicate the structure of your project team as well as the possible structure of NHCC's project team. Describe the services that will be performed by your Firm and any sub-consultant.
2. Describe the deliverables for each phase of the project as you have outlined, include sample deliverables where possible.

3. Comment on your Firm's ability to commence and complete this project. Indicate the anticipated duration of this project from time of award, including milestone dates.
4. Indicate how your Firm will manage and integrate the efforts of sub-consultants.
5. Include a list (if applicable) of projects completed with proposed sub-consultants.
6. List the members of the specific project team proposed by you; describe the role of each member; indicate number of years of relevant experience. Provide a brief resume of each team member. Only include team members proposed and available for this project.

G. Scope of proposed services, including work plan and methodology.

H. As an attachment, please provide work samples produced by members of the Firm's team developed for specific projects related to the size, scope and magnitude of this assignment.

I. Proposed Fee

1. For each task, as you have outlined, list each discipline that will be utilized, man hours estimated to complete each task, and the hourly billable rate that NHCC will be charged including any and all multipliers. Indicate the proposed costs by phase and total costs anticipated to complete this project. Include the same information for any sub-consultants in each phase.
2. List all reimbursable expenses that you anticipate for this project. Include an estimate of reimbursable expenses anticipated and any multiplier to be applied to reimbursable expenses.
3. List any other costs anticipated on this project.
4. Provide a summary of all the costs described in 1 through 3 above.
5. Provide information on your billing practices, including reimbursable cost categories. Please state all fees as dollar figures, not percentages. All task amounts shall include associated meetings, progress reports and direct costs.

J. List your general liability and professional liability insurance coverage.

K. Any contingencies or conditions on the proposal.

L. Information required in Appendix A to this RFP.

#### **IV. Confidential Information**

A. The New York State “Freedom of Information Law,” Public Officers Law Article 6 permits access to government records, and may permit public access to proposals submitted in response to this RFP. To protect any portion of responses that constitutes technical, financial or other data whose public disclosure would cause substantial injury to a Proposer’s competitive position, or would constitute disclosure of a trade secret, a Proposer must designate any sections of its proposal that meet those criteria. NHCC assumes no responsibility for disclosure of unmarked data for any purpose. NHCC will review such designations in making its determination whether disclosure is required, which determination shall be binding on the Proposer.

#### **V. Affirmative Action**

It is the policy of NHCC to comply with all federal, state and local laws, policies, orders, rules and regulations which prohibit unlawful discrimination because of race, creed, color, national origin, sex, sexual orientation, age, disability or marital status, and to take affirmative action in working with contracting parties to ensure that Minority and Women-owned Business Enterprises (M/WBEs), Minority Group Members and women share in the economic opportunities generated by NHCC’s participation in projects or initiative, and/or use of NHCC funds. NHCC’s non-discrimination and affirmative action policy will apply to this initiative. M/WBEs are encouraged to respond. A copy of each respondent’s equal employment opportunity policy statement and staffing plan of the anticipated workforce shall be included as part of the response to this RFP.

#### **VI. Procurement Law Requirements**

State Finance Law §§ 139-j and 139-k (collectively, the “Procurement Requirements”) apply to this RFP. The Procurement Requirements (1) govern permissible communications between potential respondents and NHCC with respect to this RFP during the procurement process; and (2) establish sanctions for knowing and willful violations of the provisions of the Procurement Requirements, including disqualification from eligibility for an award of any contract pursuant to this solicitation.

Compliance with the Procurement Requirements requires that (a) all communications regarding this RFP, from the issuance of this RFP through final award and approval of any resulting contract (the “Restricted Period”), be conducted only with the contact person(s) listed above; (b) the completion by respondents of the Offerer Disclosure of Prior Non-Responsibility Determinations and the Offerer’s Affirmation of Understanding of and Agreement pursuant to State Finance Law, copies of which are attached to this RFP as attachments to Appendix A, and (c) periodic updating of such forms during the term of any contract resulting from this RFP. Proposers must submit both of these forms, properly completed, as part of their proposals. The Procurement Requirements also require NHCC employees to obtain and report certain information when contacted by prospective bidders during the Restricted Period, make a determination of the responsibility of bidders and make all such information publicly available in accordance

with applicable law. If a prospective bidder is found to have knowingly and willfully violated the State Finance Law provisions, that prospective bidder and its subsidiaries, related or successor entities will be determined to be a non-responsible bidder and will not be awarded any contract issued pursuant to this RFP.

A copy of the State Finance Law Sections 139-j and 139-k can be found at <http://www.ogs.state.ny.us/aboutogs/regulations/advisoryCouncil/StatutoryReferences.html>. All potential Respondents are solely responsible for full compliance with the Procurement Requirements.

## **VII. Selection Criteria**

Proposals will be reviewed and evaluated on the following:

1. Completeness of the proposal in the format indicated in the RFP.
2. Your ability to provide the services as evidenced in the Firm's current and recent experience in providing similar services for other healthcare providers, including evaluation of references supplied.
3. Qualifications and relevant experience of proposed team members and anticipated quality of the services to be provided.
4. Probable ability to complete the project in the timeframe allowed.
5. The project approach as outlined by your Firm.
6. Proposed cost and/or unit costs.

In addition to the general Selection Criteria, Proposer's references and prior project outcomes at other similar facilities, including the timeliness of completion and of achievement of improvements, will be critical factors in the selection process. Proposers should provide detailed information about the cost, timeliness and financial outcomes on a range of prior projects.

## **VIII. Terms and Conditions**

A. This RFP constitutes an invitation to make proposals to NHCC. Accordingly, NHCC reserves and, in its sole discretion, may exercise any or all of the following rights and options with respect to this RFP, any proposals and any related agreements, without incurring any liability to Proposers:

1. NHCC reserves the right to disqualify any and all proposals that fail to meet the requirements specified in this RFP.
2. NHCC reserves the right to determine whether to interview some or all of the Proposers, and to conduct such interviews privately.



3. NHCC reserves the right to select and enter into a contract with the Proposer whose proposal best satisfies NHCC's overall interests.
  4. Because this RFP is not a "competitive bid" process, the Proposer submitting the lowest cost proposal, or the proposal projecting the greatest financial benefit to NHCC, may not necessarily be selected. NHCC instead reserves the right to select the proposal it believes to be most beneficial to NHCC, with financial terms not being the sole determinative factor. NHCC's decision-making and selection process will be discretionary and will be based on a variety of factors. By submission of its proposal, each Proposer expressly understands, acknowledges and accepts that this is not a "competitive bid" process, and that NHCC is under no obligation to award a contract through competitive bidding, or at all.
  5. NHCC reserves the right to waive or extend deadlines.
  6. NHCC reserves the right to accept proposals in whole or part.
  7. NHCC reserves the right to conduct investigations with respect to the qualifications of each Proposer, to make field investigations with respect to such proposals (including visits to the Proposer's business offices or field operations).
  8. NHCC reserves the right to request additional information from any Proposer and to rely upon any information obtained through NHCC's own investigations.
  9. NHCC reserves the right to cancel this RFP at any time whatsoever, with or without the substitution of another RFP.
  10. NHCC reserves the right to supplement, amend or otherwise modify this RFP.
  11. NHCC reserves the right to issue additional or subsequent RFPs with regard to the subject matter of this RFP.
  12. NHCC reserves the right to negotiate with any Proposer, or with all or none of the Proposers. NHCC has no obligation to offer Proposers the opportunity to meet or exceed terms negotiated with a selected Proposer.
  13. NHCC reserves the right to discontinue negotiations at any time and in NHCC's sole discretion.
  14. NHCC reserves the right to request new or revised proposals, including monetary terms from any Proposer at any time.
- B. Preparation of a response to this RFP will be at the cost, expense and risk of the Proposer, with the express understanding and agreement of the Proposer, irrespective of whether it is selected, that it waives all claims whatsoever for reimbursement from

NHCC for any cost or expense incurred in the preparation of its proposal and any subsequent contract negotiation.

- C. Each and every submitting Proposer expressly understands and agrees that this RFP is not, and shall not be construed as, an offer or an enforceable contract.
- D. The contract, if any that is negotiated with a selected Proposer, shall constitute the entire agreement between NHCC and the selected Proposer, and shall set forth all the terms and conditions applicable to the subject matter of this RFP. In the event of a conflict between this RFP and that contract, that contract shall control.
- E. No Proposer who has submitted a proposal to NHCC shall have the right to assign its submitted proposal to a third party or the right to enter into an agreement with third parties to perform the services on Proposer's behalf without the prior written consent of NHCC, which consent may be withheld in NHCC's sole discretion.
- F. This RFP shall be construed in accordance with and governed by the laws of the State of New York, without regard to conflicts of law principles. All actions or proceedings relating, directly or indirectly, to this RFP shall be litigated only in courts located within Nassau County or in the United States District Court for the Eastern District of New York. Each Proposer (by virtue of the submission of its proposal), submits itself, its successors and/or assigns (if any) to the personal jurisdiction of such court, and waives any right to trial by jury.
- G. This proposal shall be signed by an official authorized to bind the Firm, and shall contain a statement to the effect that the proposal is a Firm offer for a one hundred and eighty (180) day (or more) period. The proposal shall also provide the name, title, address, and telephone number of the individual(s) with authority to negotiate and contractually bind the company, and who also may be contacted during the period of contract.
- H. Proposals submitted become the property of NHCC. By submitting a proposal, the Firm agrees not to make any claims for or have any right to damages because of any misunderstanding, misrepresentation or lack of information.
- I. Ownership of Work Product - Ownership of any work developed under this order, and all right title and interest therein shall vest in NHCC. This includes any and all data sets and computer programs created for this analysis including any enhancements to existing data sets provided by NHCC. This includes any and all work materials, draft plans, preliminary analyses, and all other work materials created by the contractor for this contract. In order to effectuate the foregoing, it is expressly understood and acknowledged that the work shall be deemed to be a work made for hire under the U.S. copyright laws. In the event that the work is determined by a court or competent jurisdiction not to be a work made for hire under the U.S. copyright laws, this agreement shall operate as an irrevocable assignment by the successful bidder/vendor to NHCC of the copyright in the work, including all right, title and interest in perpetuity.

## APPENDIX A

**REQUIRED DISCLOSURE OF INFORMATION: THE FORMS SET FORTH BELOW MUST BE FULLY COMPLETED AND RETURNED WITH A RESPONDING FIRM'S SUBMISSION. A SUBMISSION WILL NOT BE CONSIDERED COMPLETE WITHOUT SUBMISSION OF THIS ATTACHMENT.**

### Offerer's Affirmation of Understanding and Agreement

**Instructions:**

NHCC must obtain the required affirmation of understanding and agreement to comply with procedures on procurement lobbying restrictions regarding permissible Contacts in the Restricted Period for a procurement contract in accordance with State Finance Law §§ 139-j and 139-k.

Offerer affirms that it understands and agrees to comply with the procedures of NHCC relative to permissible Contacts as required by State Finance Law §§ 139-j (3) and 139-j (6)(b).

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Contractor Name: \_\_\_\_\_

Contractor Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## **Offerer Disclosure of Prior Non-Responsibility Determinations**

### **Background:**

Under New York State Finance Law § 139-k (2), covered governmental entities are obligated to obtain specific information regarding prior non-responsibility determinations. In accordance with State Finance Law §139-k, an Offerer must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by a Governmental Entity due to: (a) a violation of State Finance Law §139-j or (b) the intentional provision of false or incomplete information to a Governmental Entity. The terms “Offerer” and “Governmental Entity” are defined in State Finance Law §139-k (1). State Finance Law §139-j sets forth detailed requirements about the restriction on Contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible Contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such Contact does not fall within one of the exemptions).

As part of its responsibility determinations, a covered governmental entity must consider whether an Offerer fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Offerer that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offerer is necessary to protect public property or public health safety, and that the Offerer is the only source capable of supplying the required Article of Procurement within the necessary timeframe.

### **Instructions:**

A Governmental Entity must include a disclosure request regarding prior non-responsibility determinations in its solicitation of proposals or bid documents or specifications or contract documents, as applicable, for procurement contracts. The attached form is to be completed and submitted by the individual or entity seeking to enter into a Procurement Contract.



5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle) No Yes

6. If yes, please provide details below.

Governmental Entity: \_\_\_\_\_

Date of Termination or Withholding of Contract: \_\_\_\_\_

Basis of Termination or Withholding: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(add additional pages as necessary)

Offerer certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_