



Contract Award Notification

Title	:	Group 60010 – OFFICIAL NEW YORK STATE PRESCRIPTION FORM (Dept. of Health) Classification Code: 82
Award Number	:	<u>22291</u> (Replaces Award 20373)
Contract Period	:	March 1, 2012 to February 28, 2017
Bid Opening Date	:	September 6, 2011
Date of Issue	:	December 28, 2011 (Revised March 18, 2016) <small>All changes in red</small>
Specification Reference	:	As Incorporated In The Invitation for Bids
Contractor Information	:	Appears on Page 2 of this Award

Address Inquiries To:

State Agencies & Vendors	
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**Procurement Services values your input.
Complete and return "Contract Performance Report" at end of document.**

Description

This contract is for the Official New York State Prescription Form.

PR # 22291

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.#</u> <u>NYS VENDOR ID#</u>
PS65671	STANDARD REGISTER, INC. 600 Albany St. Dayton, OH 45417	937/221-1774 Linda Cruise Fax No.: 585/672-6782 E-mail: linda.cruise@standardregister.com Website: www.standardregister.com	474290991 1100155900

Orders and Delivery Questions should be directed to:

STANDARD REGISTER, INC.
631 Industrial Road
Toccoa, GA 30577

866/772-4683
Customer Services
E-mail: onyrx@standardregister.com

Cash Discount, If Shown, Should be Given Special Attention.
INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.
(See "Contract Payments" and "Electronic Payments" in this document.)

AGENCIES SHOULD NOTIFY THE PROCUREMENT SERVICES PROMPTLY IF THE CONTRACTOR FAILS TO MEET DELIVERY OR OTHER TERMS OF THIS CONTRACT. PRODUCTS OR SERVICES WHICH DO NOT COMPLY WITH THE SPECIFICATIONS OR ARE OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO THE PROCUREMENT SERVICES.

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

The letters SB listed under the Contract Number indicate the contractor is a NYS small business. Additionally, the letters MBE and WBE indicate the contractor is a Minority-owned Business Enterprise and/or Woman-owned Business Enterprise.

RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:

Procurement Services supports and encourages the purchase of recycled, remanufactured, energy efficient and "energy star" products. If one of the following codes appears as a suffix in the Award Number or is noted under the individual Contract Number(s) in this Contract Award Notification, please look at the individual awarded items for more information on products meeting the suffix description.

RS,RP,RA	Recycled
RM	Remanufactured
SW	Solid Waste Impact
EE	Energy Efficient
E*	EPA Energy Star
ES	Environmentally Sensitive

NOTE TO AUTHORIZED USERS:

When placing purchase orders under the contract(s), the authorized user should be familiar with and follow the terms and conditions governing its use which usually appears at the end of this document. The authorized user is accountable and responsible for compliance with the requirements of public procurement processes. The authorized user must periodically sample the results of its procurements to determine its compliance. In sampling its procurements, an authorized user should test for reasonableness of results to ensure that such results can withstand public scrutiny.

The authorized user, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in recognition of market fluctuations over time, authorized users are encouraged to seek improved pricing whenever possible.

NOTE TO AUTHORIZED USERS: (Cont'd)

Authorized users have the responsibility to document purchases, particularly when using OGS multiple award contracts for the same or similar product(s)/service(s), which should include:

- a statement of need and associated requirements,
- a summary of the contract alternatives considered for the purchase,
- the reason(s) supporting the resulting purchase (e.g., show the basis for the selection among multiple contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

PROCUREMENT SERVICES' DISPUTE RESOLUTION POLICY:

It is the policy of the Office of General Services' Procurement Services to provide vendors with an opportunity to administratively resolve disputes, complaints or inquiries related to Procurement Services bid solicitations or contract awards. Procurement Services encourages vendors to seek resolution of disputes through consultation with Procurement Services staff. All such matters will be accorded impartial and timely consideration. Interested parties may also file formal written disputes. A copy of Procurement Services' Dispute Resolution Procedures for Vendors may be obtained by contacting the person shown on the front of this Invitation for Bids or through the OGS website (www.ogs.ny.gov).

PRICE:

Pricing is net F.O.B. destination to any point in New York State including inside delivery to Practitioner's or Institution's door and shall include all customs duties and charges. Contractor must obtain a signed receipt from an authorized person or delivery cannot be made. If delivery cannot be made, then a card or notice shall be left informing the intended recipient where to pick up their order.

Unit pricing is all inclusive of all requirements specified herein. Separate invoicing will not be permitted under any circumstances for:

1. Development effort that contractor must perform to meet the requirements of the contract specifications.
2. Call center service and support.
3. Costs associated with production (including but not limited to destructions, returns, shipping, and rush service).
4. Software or hardware service fees, licenses or maintenance fees.
5. Travel or other business expenses related to successful execution of this contract.
6. Internal policies and procedures implemented in support of this program (including but not limited to drug screening, background checks, internal audits, secure storage, locked cabinets, security guards, security cameras throughout manufacturing process, and color camera surveillance of the production areas).
7. Shipping policies required of this program include but are not limited to signature receipt for residential delivery.
8. Secure transportation between contractor's facilities.

Chosen contractor cannot for any reason increase the original price submitted with this bid specification for the duration of the initial two-year contract period. Should the contract be renewed for additional periods, any increases or decreases in pricing shall be calculated and made in accordance with the PRICE ADJUSTMENT clause herein.

ITEM: DOH 2041 OFFICIAL NEW YORK STATE PRESCRIPTION including applicable reorder forms (as described herein):

	<u>Unit Price</u>
ITEM 1: ONE-PART PRESCRIPTION FORMS (Two Versions – Practitioner & Institution)	\$ 5.62/Pad
ITEM 2: LASER SHEETS (1-UP VERSION)	\$28.57/Ream
ITEM 3: LASER SHEETS (4-UP VERSION)	\$30.92/Ream
ITEM 4: THERMAL ROLLS	\$31.29/Roll
ITEM 5: INTERMEC THERMAL ROLLS	\$31.61/Roll
ITEM 6: TWO-PART CARBONLESS FORM	\$13.45/Pad
ITEM 7: SERIALIZED SECURE LABELS	\$ 8.28/M

Guaranteed Delivery: As Specified
Contractor guarantees no missing numbers.

Brand Name of Security Paper to be furnished: Secure Bond Maximum
Manufacturer: The Standard Register Company

Brand Name of Carbonless Bond to be furnished: Mead
Manufacturer: Mead

Brand Name of Thermal Roll Stock to be furnished: Grade P-534
Manufacturer: Kanzaki

Brand Name of Label Stock to be furnished: Tamper Evident Laser F-Cert PCW30 RP51
Manufacturer: UPM Raflatac

Electronic Access Ordering (EDI) is available. Contact contractor for details.
Contractor will accept the Procurement Services Card for orders up to \$15,000.

REQUEST FOR CHANGE:

Any request by the agency or contractor regarding changes in any part of the contract must be made in writing to the Office of General Services, Procurement Services, prior to effectuation.

CONTRACT PAYMENTS:

Payments cannot be processed by State facilities until the contract products have been delivered in satisfactory condition or services have been satisfactorily performed. Payment will be based on any invoice used in the supplier's normal course of business. However, such invoice must contain sufficient data including but not limited to contract number, description of product or service, quantity, unit and price per unit as well as federal identification number.

State facilities are required to forward properly completed vouchers to the Office of the State Comptroller for audit and payment. All facilities are urged to process every completed voucher expeditiously giving particular attention to those involving cash discounts for prompt payment.

If the contract terms indicate political subdivisions and others authorized by law are allowed to participate, those entities are required to make payments directly to the contractor. Prior to processing such payment, the contractor may be required to complete the ordering non-State agency's own voucher form.

See "Contract Billings" in Appendix B, OGS General Specifications.

CONTRACT BILLINGS AND PAYMENTS:

a. Billings. Contractor and the dealers/distributors/resellers designated by the Contractor, if any, shall provide complete and accurate billing invoices to each Authorized User in order to receive payment. Billing invoices submitted to an Authorized User must contain all information required by the Contract and the State Comptroller or other appropriate fiscal officer. Submission of an invoice and payment thereof shall not preclude the Commissioner from requesting reimbursement or demanding a price adjustment in any case where the Product delivered is found to deviate from the terms and conditions of the Contract or where the billing was inaccurate.

Contractor shall provide, upon request of the Commissioner, any and all information necessary to verify the accuracy of the billings. Such information shall be provided in the format requested by the Commissioner and in a media commercially available from the Contractor. The Commissioner may direct the Contractor to provide the information to the State Comptroller or to any Authorized User of the Contract.

b. Payment of Contract purchases made by an Authorized User when the State Comptroller is responsible for issuing such payment. The Authorized User and Contractor agree that payments for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payments shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller website at www.osc.state.ny.us, by e-mail at epunit@osc.state.ny.us, or by telephone at 518-486-1255. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract that are payable by the State Comptroller if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

c. Payment of Contract purchases made by an Authorized User when the State Comptroller is not responsible for issuing such payment. The Authorized User and Contractor agree that payments for such Contract purchases shall be billed directly by Contractor on invoices/vouchers, together with complete and accurate supporting documentation as required by the Authorized User. Such payments shall be as mandated by the appropriate governing law from the receipt of a proper invoice. Such Authorized User and Contractor are strongly encouraged to establish electronic payments.

NOTE TO CONTRACTOR:

This Contract Award Notification is not an order. Do not take any action under this contract except on the basis of a purchase order from the agency.

If a purchase order is not received from the agency listed within two weeks after receipt of this award, the contractor should contact the agency directly requesting the submission of a purchase order.

DEBRIEFING:

Contractors and bidders are accorded fair and equal treatment with respect to the opportunity for debriefing. OGS shall, upon request, provide a debriefing to any bidder or awarded contractor that responded to the IFB or RFP regarding the reason that the proposal or bid submitted by the unsuccessful bidder was not selected for a contract award. The post award debriefing should be requested by the bidder or awarded contractor within thirty days of posting of the contract award on the OGS website.

NOTE TO AGENCY:

Orders under this contract are to be submitted directly to the contractor.

PROCUREMENT LOBBYING TERMINATION:

OGS reserves the right to terminate this contract in the event it is found that the certification filed by the Offerer/bidder in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, OGS may exercise its termination right by providing written notification to the Offerer/bidder in accordance with the written notification terms of this contract.

EMERGENCY PURCHASING:

In the event that a disaster emergency is declared by Executive Order under Section 28 of Article 2-B of the Executive Law, or that the Commissioner of Health (DOH Commissioner) determines, pursuant to his/her authority under Section 163(10)(b) of the State Finance Law, that an emergency exists requiring the prompt and immediate delivery of products or services, the DOH Commissioner reserves the right to obtain such products or services from any source, including but not limited to this contract, as the DOH Commissioner in his/her sole discretion determines will meet the needs of such emergency. Contractor shall not be entitled to any claim or lost profits for products or services procured from other sources pursuant to this paragraph.

MERCURY-ADDED CONSUMER PRODUCTS:

Offers are advised that effective January 1, 2005, Article 27, Title 21 of the Environmental Conservation Law bans the sale or distribution free of charge of fever thermometers containing mercury except by prescription written by a physician and bans the sale or distribution free of charge of elemental mercury other than for medical pre-encapsulated dental amalgam, research, or manufacturing purposes due to the hazardous waste concerns of mercury. The law further states that effective July 12, 2005, manufacturers are required to label mercury-added consumer products that are sold or offered for sale in New York State by a distributor or retailer. The label is intended to inform consumers of the presence of mercury in such products and of the proper disposal or recycling of mercury-added consumer products. Offerers are encouraged to contact the Department of Environmental Conservation, Bureau of Solid Waste, Reduction & Recycling at (518) 402-8705 or the Bureau of Hazardous Waste Regulation at 1-800-462-6553 for questions relating to the law. Offerers may also visit the Department's web site for additional information: <http://www.dec.ny.gov/chemical/8512.html>.

CONTRACTOR REQUIREMENTS AND PROCEDURES FOR EQUAL EMPLOYMENT AND BUSINESS PARTICIPATION OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND NEW YORK STATE CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES

In accordance with Article 15-A of the New York State Executive Law (Participation by Minority Group Members and Women with Respect to State Contracts) and in conformance with the Regulations promulgated by the Department of Economic Development's Division of Minority and Women's Business Development set forth at 5 NYCRR Parts 140-145, the Offerer/Contractor agrees to be bound by the following to promote equality of economic opportunities for minority group members and women and for the facilitation of minority-and women-owned business on OGS covered contracts.

- a. Equal Employment Opportunity Requirements
By submission of a bid or proposal in response to this solicitation, the Offerer agrees with all of the terms and conditions of Appendix A including Clause 12 - Equal Employment Opportunities for Minorities and Women. The contractor is required to ensure that it and any subcontractors awarded a subcontract over \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor, shall undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State.
- b. Business Participation Opportunities for New York State Certified Minority and Women-Owned Business Enterprises (MWBE).

By submission of a bid or proposal in response to this solicitation, the Offerer agrees to make every good faith effort to promote and assist the participation of New York State Certified Minority and Women-owned Business Enterprises (MWBE) as subcontractors and suppliers on this contract for the provision of services and materials. The Directory of New York State Certified Minority and Women-owned Businesses can be viewed at: <http://www.nylovesmwbe.ny.gov/>

DIESEL EMISSION REDUCTION ACT OF 2006 (NEW REQUIREMENT OF LAW):

On February 12, 2007 the Diesel Emissions Reduction Act took effect as law (the "Law"). Pursuant to new §19-0323 of the N.Y. Environmental Conservation Law ("NYECL") it is now a requirement that heavy duty diesel vehicles in excess of 8,500 pounds use the best available retrofit technology ("BART") and ultra low sulfur diesel fuel ("ULSD"). The requirement of the Law applies to all vehicles owned, operated by or on behalf of, or leased by State agencies and State or regional public authorities. They need to be operated exclusively on ULSD by February 12, 2007. It also requires that such vehicles owned, operated by or on behalf of, or leased by State agencies and State or regional public authorities with more than half of its governing body appointed by the Governor utilize BART.

As a contract vendor the Law may be applicable to vehicles used by contract vendors "on behalf of" State agencies and public authorities. Thirty-three percent (33%) of affected vehicles must have BART by December 31, 2008, sixty-six percent (66%) by December 31, 2009 and one-hundred percent (100%) by December 31, 2010. The Law provides a list of exempted vehicles. Regulations currently being drafted will provide further guidance as to the effects of the Law on contract vendors using heavy duty diesel vehicles on behalf of the State. The Law also permits waivers of ULSD and BART under limited circumstances at the discretion of the Commissioner of Environmental Conservation. The Law will also require reporting from State agencies and from contract vendors in affected contracts.

Therefore, the bidder hereby certifies and warrants that all heavy duty vehicles, as defined in NYECL §19-0323, to be used under this contract, will comply with the specifications and provisions of NYECL §19-0323, and any regulations promulgated pursuant thereto, which requires the use of BART and ULSD, unless specifically waived by NYSDEC. Qualification and application for a waiver under this Law will be the responsibility of the bidder.

SCOPE:

New York State law requires written prescriptions for drugs to be issued on the Official New York State Prescription Form. A minimum of 14,500,000 forms per month or 348,000,000 during the course of the contract (two years) of all the different versions combined, as described in the specifications, will be required to meet this need. The contractor must establish an online and manual ordering system, and be able to produce and provide up to 400,000,000 forms annually if required. The Department of Health's (DOH) Bureau of Narcotic Enforcement is responsible for the management of the Official New York State Prescription Program.

PAYMENT OF ORDERS FOR FORMS:

DOH will pay on a monthly basis according to the volume of inventory shipped during the previous month. Subsequent orders will be shipped during the contract period as additional forms are required. The contractor will retain printed stock and ship as requested after imprinting as described herein.

ESTIMATED QUANTITIES:

All quantities listed herein are estimated. No guarantee shall be made for the quantities or items actually ordered during the contract period.

CONTRACT PERIOD AND RENEWAL:

It is the intention of the State to enter into a contract for a term of two years as stated on the Contract Award.

If mutually agreed between the Procurement Services and the contractor, the contract may be renewed in accordance with the PRICE ADJUSTMENT clause for additional period(s) not to exceed a total contract term of five (5) years.

CANCELLATION FOR CONVENIENCE:

The State of New York retains the right to cancel this contract, in whole or in part without reason provided that the Contractor is given at least sixty (60) days notice of its intent to cancel. This provision should not be understood as waiving the State's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision. Any such cancellation shall have no effect on existing Agency agreements, which are subject to the same 60 day discretionary cancellation or cancellation for cause by the respective user Agencies.

SHORT TERM EXTENSION:

In the event the replacement contract has not been issued, any contract let and awarded hereunder by the State, may be extended unilaterally by the State for an additional period of up to one month upon notice to the contractor with the same terms and conditions as the original contract including, but not limited to, quantities (prorated for such one month extension), prices, and delivery requirements. With the concurrence of the contractor, the extension may be for a period of up to three months in lieu of one month. However, this extension terminates should the replacement contract be issued in the interim.

PRICE ADJUSTMENT:

In the event that the contract is renewed, the prices set forth in the contract shall be adjusted following the second year of the contract and each year or renewal period thereafter in accordance with the provisions of this clause. There shall be no price adjustments during the first two years of the contract.

The prices shall be adjusted based on the Not Seasonally Adjusted "Consumer Price Index (CPI) - All Urban Consumers," Series ID: CUUR0000SAS, CUUS0000SAS, U.S. City Average, Services published by the U.S. Department of Labor, Bureau of Labor Statistics. The index is also available through the Internet at the Bureau of Labor Statistics website. Go to <http://data.bls.gov/pdq/querytool.jsp?survey=cu>, click on "U.S. City Average", then click on "Services".

For all items listed in this Invitation for Bids and resultant Contract Award Notification, a price adjustment (either upward or downward) will be established by the State for any renewals effected for the third year and each subsequent renewal period of the contract. The adjustment shall be established as follows:

A contract **Base Index** shall be established by taking the CPI for the month of March 2012 and an **Adjusted Index** shall be established by taking the CPI for the month of March 2013. The **Base Index** is subtracted from the **Adjusted Index** and then that number is divided by the **Base Index** and multiplied by 100 to arrive at the percentage of increase or decrease for the third year of the contract in the event it is renewed. The resulting percentage of increase or decrease shall be applied to the contract prices to arrive at the new contract pricing. NOTE: The adjusted index will then become the base index for the next price adjustment period. All calculations will be based upon data from the first-published version of the month's index. Each succeeding renewal period will follow this format. Price increases or decreases shall not exceed 5%.

Should the referenced Consumer Price Index (CPI) become discontinued during the course of the contract, it will be replaced by an alternative CPI appropriate for Prescription Form Manufacturing and adjustments will be calculated based on the same methodology as outlined above, but with data from the new replacement index.

The Office of General Services will notify all interested parties in writing of effected price adjustments by way of a Revised Contract Award Notification.

CONTRACT MANAGEMENT AND DEVELOPMENT:

For the implementation of the deliverables associated with this contract and for any new project or task, the initial project design/development meetings will be held with the contractor and DOH representatives at the DOH site in Troy, New York. The contractor is required to provide written meeting summaries/minutes. Meeting summaries/minutes are not considered final until approved by the DOH project manager or designee. Subsequent or follow-up design meetings may be held via conference call at the discretion of the DOH project manager. Appropriate contractor staff is required to be present at all on-site design meetings. Before starting production of the Official New York State Prescription forms, contractor must arrange for their representative to personally meet with DOH personnel in Troy, New York to discuss all aspects of the job and to view the composition and make-up of the present forms. DOH personnel must be notified at least 24 hours prior to press time to allow for the designated DOH representative to be press-side at start of run. The contractor is required to contact the designated DOH representative.

STANDARDS REQUIREMENTS/COMPLIANCE:

Contractor shall ensure compliance with all applicable DOH, New York State, and NYS Office for Technology standards. Contractor is responsible for keeping apprised of all such current standards.

Also, the contractor will be required to meet the accessibility standards, which can be found at: <http://www.cio.ny.gov/policy/NYS-P08-005.pdf> and <http://www.cio.ny.gov/policy/NYS-P08-002.pdf>.

QUALITY ASSURANCE:

The contractor must adopt and maintain a quality assurance program to ensure continuous contract compliance. The contractor is required to monitor all of the day-to-day activities through an independent Quality Assurance function. This unit is charged with ensuring that all work has been performed according to State and DOH laws, regulations, policies and standards of performance. This unit is also expected, on an ongoing basis, to analyze, revise, develop and implement work processes within the contractor's operation to ensure more effective and efficient service for internal and external customers, and to improve organizational effectiveness. Contractor staff assigned to this unit is required to have separate accountability outside the specified departmental areas and to work cooperatively with State personnel to ensure implementation and maintenance of a high quality operation. Contractor must notify DOH of any quality control problems as they occur.

DISASTER PLAN:

As part of this contract, the contractor will be required to maintain and test annually a disaster recovery plan designed to minimize any disruption of the contractor's services. It is the sole responsibility of the contractor to maintain adequate backup to ensure continued automated and manual processing of services/transactions required to be conducted under this contract.

The contractor must have a facility, located separate and apart from the main facility where the Official NYS Prescription forms are being produced, available as part of a contingency plan for unforeseen interruptions in production at the main facility. This back-up facility must be capable of producing Official NYS Prescription forms at the quantity and exactly according to the specifications stated herein. All security features for document handling and for the technical environment of the main facility must be in place at this back-up location. The back-up location must be able to produce the Official NYS Prescription forms within 48 hours of the failure of the main facility.

The disaster recovery plan and procedures will at least provide for the following:

1. Assuming the loss of the contractor's primary processing or operational site, resumption of the processing of contractor's services within 48 hours;
2. Backup procedures and support to accommodate the loss of on-line communications between the contractor's processing site and the DOH. These procedures must specify an alternate location for back-up procedures;
3. A detailed file backup plan and procedures, including the off-site storage of crucial transactions and master files. The plan and procedures will include a detailed schedule for backing-up critical files and their rotation to an off-site storage facility. The off-site storage facility will also provide for comparable security of the data stored there, including fire, sabotage and environmental considerations;
4. The maintenance of current system documentation and source program libraries at an off-site location and at the DOH; and
5. The availability of the disaster recovery plan and procedures for review by DOH on request.

DISASTER RECOVERY TESTING:

The contractor shall routinely conduct disaster backup testing, to test the backup facility requirements as follows:

1. The contractor shall perform an initial disaster recovery test at the backup facility(s) secured within sixty (60) calendar days of the start of operations. A minimum of one (1) disaster recovery test shall be performed every twelve (12) months thereafter at the backup facility(s) secured by the contractor. The DOH shall have sole discretion in determining the extent of each of the disaster recovery tests.
2. At the option of the DOH, DOH personnel may be present during the disaster recovery tests to monitor the process and the results. Provision shall be made for DOH personnel to have access to the disaster recovery facility computer room. All test results must be made available to the DOH.
3. Formal written agreements shall be made for all disaster recovery services and shall be presented to the DOH for approval prior to execution. Any changes to these agreements must receive prior written approval of the DOH.

PRESCRIPTION ORDER FORM PRODUCT TYPES:

Official NYS Prescription Forms: forms consisting of all the different versions specified herein must be printed and ready for imprinting and held in secure storage no later than 45 days after the contract start date. The breakdown of the quantities of all the individual versions to be held in storage subsequent to the start of the contract will be as dictated below. The versions of prescription forms include one-part prescription pads, laser sheets (1-up and 4-up), thermal rolls, Intermec thermal rolls, two-part carbonless prescription pads, and serialized, secure, adhesive labels.

Item Description	Quantity on Hand (45 days from start of contract)	Average Minimum Anticipated Monthly Usage
Item 1 (One Part Prescription Pads-Practitioner and Institution)	25 Million	10 Million
Item 2 (Laser Sheets-1 up Version)	6.5 Million	2.5 Million
Item 3 (Laser Sheets-4 up Version)	2 Million	800 Thousand
Item 4 (Thermal Rolls)	2 Million	800 Thousand
Item 5 (Intermec Thermal Rolls)	750 Thousand	300 Thousand
Item 6 (Two Part Carbonless Form Pads)	125 Thousand	50 Thousand
Item 7 (Serialized Secure Label)	125 Thousand	50 Thousand

The contractor is required to have a minimum of 30,000,000 Official New York State Prescription forms in secure storage at all times for emergency orders that may be placed. After contract start date, the contractor will have up to 6 months to establish the emergency stock. At a minimum, the contractor must produce 1/6 of the emergency stock each month until the full amount has been produced.

Emergency stock shall not be reflected in the general inventory figures used by the contractor to meet its obligations under the provisions of the contract with the State. After contract award, the DOH will dictate the breakdown of the quantities of individual items to be held in secure storage. Emergency stock shall be replenished with 'new' prescription forms as required by the DOH.

The contractor will have the opportunity to exhaust their remaining inventory of Official New York State Prescription Forms through order fulfillment should it become necessary to transition to another contractor at a future date. At such time, the Reversion Process will be enacted whereby the current contractor, new contractor and DOH will work together to ensure the quantity of remaining emergency inventory is exhausted.

The contractor must be ready for imprinting for distribution to practitioners and institutions as directed by the New York State Department of Health (approximately 117,000 locations). Contractor will monitor storage and self-initiate the reorder point and report to DOH on a bi-weekly basis.

PROOFS:

Two sets of proofs, mailing container and paper samples for each product line are to be submitted for approval prior to production to Thomas Behanna and Anita Murray, NYS DOH, Bureau of Narcotic Enforcement (BNE), 433 River Street, Troy, NY 12180.

PRODUCTION TIMELINE:

Contractor must begin imprinting and shipping forms immediately upon the start of the contract AS DIRECTED BY THE DOH AND UPON APPROVAL OF PROOFS. The successful bidder must coordinate and collaborate with the DOH and the incumbent contractor to meet contract deliverables.

SHIPPING TIMELINE:

All forms must be shipped within three (3) NYS business days of receipt of orders from practitioners/institutions except "Rush Orders" as described herein.

ORDER PROCESSING:

The contractor must establish a system to directly receive, verify and process all manual orders for Official Prescription forms with original signature of the orderer only. Phone and facsimile orders are unacceptable. The contractor shall also include a method by which authorized prescribers, group practices and institutions may order Official Prescription forms via a secure web-based transmission process. Such systems shall be approved by DOH. The contractor must ensure that Official Prescriptions are only to be issued to authorized prescribers and institutions. Such authorization shall include a registration process by which DOH registers authorized prescribers/institutions. The method of order receipt, verification, and processing, as well as the different ordering methods and processes, must be approved by the DOH.

All such systems, including all data associated with this contract, shall be housed and maintained in a secure environment as required under the Disaster Planning section herein. In 2010, approximately 50% of orders were submitted via secure web-based transmission and approximately 50% were submitted via manual order form.

The contractor must establish a web-based system for order processing that meets all applicable DOH, NYS Office for Technology, and other applicable New York State requirements. The contractor will provide appropriate staff to meet with both business analysts and information technology personnel assigned to DOH to discuss the requirements for the system in application development planning meetings at the DOH Troy, New York location. During the application development meetings, the business rules will be modified and refined to reflect business, as it will be handled in this new system. Prototypes of the system will be developed and shared with the DOH/IT staff. Once a design of the system has been accepted by DOH, the contractor will develop the actual software and business practices to ensure that all rules are met.

An electronic audit trail of orders requested, processed, fulfilled and shipped must be developed and available to DOH staff at all times within the contractor's web-based system.

ORDER PROCESSING DATA TRANSMISSION:

The contractor shall provide DOH with the order information in electronic format as stipulated by DOH.

SUSPICIOUS ORDERS:

Contractor must report all suspicious orders (orders which can be construed as non-routine) to DOH within the same business day.

RUSH ORDERS:

The contractor shall establish and maintain a web-based system capable of processing and shipping emergency orders overnight. Rush orders shall not be processed through the manual ordering system. Rush Order shipping preference must be available to the user for one or more products in the order. All additional applicable shipping charges for rush orders shall be borne by the institution, group or practitioner user placing said orders and all such charges shall be billed directly by the contractor to the institution or practitioner user's credit card. Rush orders not only pertain to shipping but must also be expedited through the printing process in the same business day as the order is placed. For rush orders placed Monday through Thursday and up until 2:00 PM on Friday, the order should ship within twenty four (24) hours of order placement. Rush orders received after 2:00 PM on Friday or the day before a NYS holiday must be shipped on the next regular business day.

RETURN OF PRESCRIPTION ORDER REQUESTS:

The contractor is responsible for returning incomplete, incorrect, or unauthorized requests for prescription product orders to the practitioner/institution with a letter of explanation.

ADDITIONAL SOLUTIONS:

Contractor has the responsibility to be continually informed of technical or process advancements and should present recommendations to DOH for implementation of such advancements in the DOH program.

In the event the contractor initiates, with DOH approval, any significant improvements in the design or operation of the System which results in reductions in expenses incurred by the contractor, the contractor must pass along these savings to the State.

CUSTOMIZATION OF PRACTITIONER PRESCRIPTIONS:

A practitioner is given control to customize certain information that can be contained on their prescriptions. Practitioner customization may only be performed through the web-based ordering system. This provides the ability for practitioners to list multiple practitioners and/or multiple practice locations on prescription forms. These are referred to as Group Practice Prescriptions. A practitioner can be in multiple groups. A practitioner or group practice can have up to four locations printed. Ordering practitioners maintain their own group practice list and the contractor's web-based system must be capable of saving the list on the practitioner's profile. The system must be able to check that each practitioner on that list is on the DOH registration/profile list and is able to receive prescription forms.

- Group Practice List - The contractor's system must provide for a list of practitioners who will be imprinted on any variable product ordered, allowing up to 10 practitioners to appear on the prescriptions. The contractor's system must allow for users to ADD, RESEQUENCE and REMOVE other practitioners who are also registered within the system. The contractor's system must have the ability to prohibit registered physician assistants from placing an order unless linked to a supervising physician who is also registered.
- Other Practice Locations - The contractor's system must allow practitioners to maintain a list of addresses and allow up to 4 of these addresses to be imprinted on any variable product ordered. The contractor's system must allow for users to ADD, REMOVE, RESEQUENCE and MODIFY practice locations.

INITIATION OF CUSTOM IMPRINTING:

Custom imprinting of the Official NYS Prescription forms in black ink for ITEMS 1 and 6, as specified in the Official New York State Prescription Forms Requirements section herein, will be required for each practitioner, group practice or institution. Printing will include name, street, city, state zip code, telephone number, NY State Education Department license number, National Provider Identifier number (NPI) and the United States Drug Enforcement Agency (DEA) number (at the practitioner's option) of the practitioner(s) or institution as requested. The address imprinted on the prescriptions must be an address layout and font size approved by DOH. All Official New York State Prescription products require numbering and barcoding in accordance with specifications herein.

PRODUCTION CONTROL SPECIFICATION AND SPECIAL DELIVERY REQUIREMENTS:

All requested prescription forms must be shipped within three (3) NYS business days of receipt of order. Delivery must be made to the address approved by the DOH. Orders which are not delivered shall be handled as detailed in the section titled "Returned Prescriptions".

Forms shall be shipped via courier which provides a "protective signature service," or the contractor may make direct shipment from their facilities by "For Hire" carrier or contractor's truck, provided shipment is made in locked vans and such vans are not left unlocked or unattended while making pickups and deliveries. Delivery may also be made by contractor's automobiles under similar security and delivery requirements. A printer's manifest must accompany the shipment. A record of delivery must be maintained by the contractor and shall consist of the name of the practitioner/institution, prescription serial numbers, date of delivery, and the name/signature of the person receiving the delivery.

Contractor shall guarantee that only one copy of each serially numbered set will be produced. **NO DUPLICATE OR MISSING NUMBERS ARE ACCEPTABLE.**

The State reserves the right to enter contractor's premises without advance notice at any time to inspect methods of production, storage and handling of forms, and full compliance with all provisions of the Specifications and Purchase Order.

TRACERS:

Contractor is responsible for tracing orders not received, claims filed for non-receipt, and providing credit to DOH for the cost of orders not received. For orders not older than 3 months, tracers should be initiated by the contractor within 24 hours. Contractor is responsible for providing DOH with a written report within 24 hours of contractor becoming aware of orders not received by the requestor.

RETURNED PRESCRIPTIONS:

The contractor is responsible for tracking all prescriptions that have been returned to the contractor as being undeliverable or that contain errors. The contractor must maintain a record of all returned prescriptions and shall report such serial numbers, the date of delivery, and the name of the practitioner/institution, to DOH. All prescriptions that have been issued containing errors shall be replaced to the practitioner/institution in a manner approved by DOH. When the contractor receives prescriptions that have been returned as being undeliverable, they shall notify the practitioner/institution that placed the order in a manner approved by DOH. All suspicious incidents involving returned prescriptions, as well as prescriptions that were lost in delivery, must be immediately reported to DOH within the same business day as the incident was identified by the contractor. Prescriptions containing errors or otherwise deemed undeliverable must be destroyed by the contractor in a manner approved by DOH and such serial numbers shall be reported to DOH.

CONTRACTOR COMPLIANCE AND RESPONSIVENESS:

The selected contractor is required to be in compliance with the contract requirements at all times. When issues arise that cause an issue that is specifically detrimental to the success of the Official NYS Prescription Program, those issues must be addressed in a timely fashion as described below. Failure to address issues may result in damages or penalties.

ISSUE (INCIDENT) MANAGEMENT:

The purpose of Issue Management is to ensure that any concerns recognized during the contract period are addressed in a timely manner and do not go unresolved until they become major problems. The contractor must employ an Issues Management process to record, assign and track issues to resolution. Each issue on the issues list must be allocated to an owner. It is crucial that the owner of any issue agrees to ownership and is empowered to respond to the specific issue being assigned to them. The date of assignment and any needed resolution date should also be identified. It is also essential that realistic dates are agreed upon for achieving resolution.

ESCALATION OF ISSUES (INCIDENTS):

Any issue that has a potentially significant negative impact upon the contract or where the required actions are overdue should be escalated to the contractor's Project Manager or DOH's Official Prescription Program manager or above. If the issue fails to be resolved between Project Managers, the Contract Manager must be made aware of the issue, the need for resolution and any negative impacts the issue has for the NYSDOH and the success of the Official NYS Prescription Contract.

There are various situations within this contract where the BNE can elect to invoke financial penalties for issues that severely impede the production and shipment of the Official NYS Prescription Forms.

INCIDENT PRIORITY:

There are three levels of incident priority that will be used by DOH to report issues to the contractor or to prioritize issues that have been brought to the attention of either DOH or the contractor by the Practitioners, Institutions, DOH Programming staff, Call Center staff or any other entity that is impacted by the performance of the system.

1. Critical - issues are those which preclude the system from continuously operating in the successful placement of orders and the successful printing and shipping of one or more types of Official NYS Prescription Forms.
2. Major - issues are those which preclude the DOH processes from successfully completing due to errors caused by the contractor provided data or the failure to provide such data.
3. Minor - issues are those which cause errors that are intermittent, non-critical or nuisance but do not impede to normal production or processing of either DOH or the contractor responsibilities.

CONTRACTOR COMPLIANCE AND RESPONSIVENESS: (Cont'd)

RESPONSE TO INCIDENTS:

It is expected that the Contract Project Manager or such designee will respond to the issues immediately upon email receipt and assure the receipt and logging of all incident in an issues log. Once an issue has been logged and acknowledged each of the staff listed on the issue need to be informed of the progress and expected repair time.

1. Critical - These errors must be fixed within ONE business day as they affect the ordering or shipping of Official NYS Prescription Forms.
2. Major - These errors must be fixed within ONE week of the first reporting instance.
3. Minor - These errors must be fixed within ONE month of the first reporting instance.

LIQUIDATED DAMAGES:

It is acknowledged that the contractor's failure to ship prescription forms, within seven (7) New York State recognized business days of receipt of any order by contractor provided by the contract documents, will cause the State to incur substantial economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by the State of actual damages, and that liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in lieu of actual damages for such delay, the contractor agrees that liquidated damages may be assessed and recovered by the State as against contractor and its Surety, in the event of contract non-compliance and without the State being required to present any evidence of the amount or character of actual damages sustained by reason thereof; therefore contractor shall be liable to the State for payment of liquidated damages in the amount of One Thousand Dollars (\$1,000) for each day per incident that delivery is delayed beyond the contract time as adjusted for time extensions provided by the contract documents. In instances where prescription forms are unavailable for shipment (i.e., stock out), the contractor shall be liable to the State in the amount of Five Thousand Dollars (\$5,000) for each day, per item (product type). Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and contractor shall pay them to the State without limiting State's right to terminate this agreement for default as provided elsewhere herein.

CALL CENTER REQUIREMENTS:

STRUCTURE & EQUIPMENT

1. A toll-free centralized Call Center supported and managed by the chosen contractor is a business requirement.
2. For security and legal reasons, the Call Center must operate within the United States.
3. Required hours of operation are Monday through Friday 8:00am to 5:00pm Eastern Time.
4. The Call Center generally averages 200 calls per day, but must be equipped to receive and service 2,000 calls per day during peak periods if necessary.
5. Call Center equipment must have extensive tracking and reporting capabilities including Calls Offered, Calls Answered, Calls Abandoned, Average Speed of Answer, Average Talk Time, Call Reason, Call Resolution and Call Monitoring.
6. Contingency plans for equipment or service failure must be in place to ensure a maximum outage period of no more than 4 hours.
7. Call Center staff must have computer equipment capable of accessing the web-based ordering system, so that customer calls can be adequately serviced.
8. Call Center facility must have electronic locks and facility access must be controlled and audited at least annually.

STAFFING

1. Thoroughly trained staff are required to manage telephone activity.
2. Additional resources are required to adjust for peak periods. 85% of calls must be answered within 20 seconds and have an abandon rate of less than 2.5%.
3. Staff required to perform at a minimum all of the following:
 - Field inbound and outbound calls acting similar to a help desk.
 - Provide order status updates.
 - Provide shipment tracking information.
 - Perform electronic order entry for any orders not keyed directly into the system by end users.
 -

SECURITY REQUIREMENTS:

GENERAL

1. Bid must be accompanied by a full explanation of the precautions that the bidder proposes to employ within their plant, organization or an any area where the prescription forms may be manufactured or reside to protect NYS against unlawful production of the forms.
2. Bidder, as part of this bid, must designate the means by which they propose to guard against the loss of forms during the process of manufacture, storage, imprinting and delivery to designated recipients.
3. Contractor shall guarantee that only one copy of each serially numbered set will be produced. **NO DUPLICATE OR MISSING NUMBERS ARE ACCEPTABLE.**
4. DOH reserves the right to enter contractor's premises without advance notice at any time to inspect methods of production, storage and handling of forms, and full compliance with all provisions of this document.
5. Bidders shall also submit with their bid, details of their system for the immediate disposal of all damaged or mutilated forms. Failure to submit the preceding may be sufficient reason for rejection of bid.
6. Before making an award, representatives of the DOH will inspect the contractor's facilities to be used for printing of these forms plus the paper stocks proposed, plus the storage and imprinting areas.

PERSONNEL

1. All new hires and temporary employees must pass a background investigation and a drug screening test.
2. All information system privileges are promptly terminated at the time an employee ceases to provide services to the company.
3. All visitors, contractors and temporary employees must enter the building through the front lobby, sign in and receive an electronic badge that must be worn at all times.
4. All visitors and contractors must be accompanied at all times when in the building.

DOCUMENT SECURITY

1. All negotiable documents associated with this program must be stored in a secure room or caged area with restricted access at all times. Access to the secure room requires electronic controlled access consisting of proximity card and keypad with assigned pin number.
2. Sensitive material waste must be kept in locked carts with coded security seals for removal to secure destruction area of the facility. Separation of duties must be in place for the waste destruction of sensitive material.
3. All samples and test documents on secure materials must be properly "voided" before being distributed outside the production process.
4. During the process of printing, handling, imprinting, packaging and distribution, the contractor shall provide an area of limited access for security purposes.
5. All printing and imprinting plates must also be stored in a secured area in a locked safe for the duration of the contract period, and/or be destroyed after use at the direction of the.
6. A Plate Log must be maintained.
7. A Destruction Record for Plates must be maintained.
8. Building security must include controlled access with two forms of security, as described above. The security system employed must be subject to unannounced inspections by the DOH.
9. The self-contained production area must be monitored by a dedicated camera 24 hours a day, 7 days a week. Digital image recordings must be archived on a secure hard drive within the system for a minimum period of 100 days. The recordings must be at a minimum rate of 15 frames per second. All information being stored on the computer/server must be secured and meet DOH security standards for DOH database or files.
10. All areas must be accessible to a 3rd party independent quality control contractor selected by the DOH. The quality control contractor may also make unannounced/unscheduled visits to verify the security and operational aspects mandated by the DOH are being employed. The contractor will address all issues brought forth by the quality control contractor and by the DOH.
11. Plant security must include digital camera surveillance of the entire production facility. Cameras should be strategically located around the plant interior and exterior with all entrance and exit points monitored. Surveillance cameras must be color. Digital images must be archived for a minimum period of 100 days. Supervisory personnel must have the ability to monitor activities via live video and access archived video through the control equipment.

SECURITY REQUIREMENTS: (Cont'd)

TECHNICAL ENVIRONMENT/COMPUTER SECURITY

1. Robust encryption management process for managing data transfers both internally and externally must be in place.
2. Back up data must be secured at all times and must be maintained off site.
3. Back up data must be tested to ensure recoverability and procedures must be in place to request/approve restoration of data from back up.
4. If requested, prospective bidders must provide a current Statement of Auditing Standards (SAS) No. 70 formal audit report or equivalent audit report with auditor opinion for the primary production facility.
5. All systems must be equipped with password protected screen savers.
6. All systems must be protected by anti-virus software.
7. Unique user-ID must be established for every individual needing to access computer systems.
8. User ID's must be administered from a central networking group.
9. Systems must electronically enforce ID password changes every 60 days.
10. Test data must be managed with procedures that protect security and confidentiality.
11. Formal incident response program must be in place.
12. All access must be restricted to a centralized network area with appropriate firewall and virus protection.
13. All network connections from an external network (e.g. web-based) must be made through a centrally administered access point (dual firewalls) that ensures only authorized users and information packets come in contact with internal systems associated with this program.

BUSINESS RULES:

Please note that a full set of business rules will be provided to the chosen bidder, but for security reasons only a high level synopsis of the required system functionality is provided herein. The four main areas that the contractor will be required to address include: User Configuration/Profile Setup Specifications, Ordering process, Inventory Management Specifications and System Management/Interfaces.

MANDATORY APPLICATION STANDARDS (S04-001):

The NYS Office of Cyber Security & Critical Infrastructure Coordination has specific rules on communications and web page development protocols that must be adhered to by State offices and any entity that does development on behalf of NYS. Refer to Standards Requirements/Compliance section.

SYSTEM USER ROLE REQUIREMENTS:

System User Roles are needed to streamline certain types of users into specific system features and present applicable script products. System must be able to support the following user roles and the different workflows of each of these roles.

PRACTITIONER USER

1. A user currently licensed by the New York State Education Department to practice medicine in the State of New York.
2. Must be registered and verified by BNE as a practitioner doing business at a location in NYS.
3. This user has access to products and system features not available to the Institution.
4. This user is validated based on license number and DEA number (if one is on file).

INSTITUTION USER

1. An employee granted authority to order prescription products by the licensed medical facility by which he or she is employed.
2. This user has access to products and system features not available to the Practitioner.
3. This user is validated based on a shared key and a unique identifier.

ALTERNATE USER

1. A DOH Health Commerce System (HCS) user who has been granted permission to act on behalf of a Practitioner by the Practitioner User.
2. The contractor must capture all alternate HCS identifications as part of the Practitioners profile setting.
3. This user has very limited ability to make changes to key input data for the practitioner or institution he or she is working on behalf of.
4. This user is validated based on validation of the practitioner's license number and DEA number of the associated practitioner.
- 5.

SYSTEM USER ROLE REQUIREMENTS: (Cont'd)

ORDER ADMINISTRATOR

1. User who has the authority to place orders on behalf of Practitioner and Institution Users.
2. Team members in the Call Center of the chosen contractor, as well as selected BNE staff, would fill this role.
3. This user does not go through additional validation steps after the connection request has been deemed valid.

NEW YORK STATE ADMINISTRATOR

1. The only user with authority to change controlled input data (i.e., Shipping Address, DEA Number, NPI).
2. Team members in the Bureau of Narcotic Enforcement must fill this role.
3. This role has few limitations, but certain activities or changes will result in a log being created and reported.
4. This user does not go through additional validation steps after the HCS connection request has been deemed valid.

CONFIGURATION ADMINISTRATOR

1. The only user role with authority to assign NYS Administrator and Order Administrator roles and view/change other system wide settings.
2. This user cannot under any circumstances have access to create, read, update, or delete Practitioner, Institution, Order, Confirmation or Call Center information of any kind.

GROUP REQUIREMENTS:

The contractor is required to set views and ordering parameters of available prescription forms for specific user groups, based on DOH pre-determined permissions. Contractor software must be capable of altering the workflow of a specific system user role based on membership in specific groups. This capability must be dynamic to match the business environment and the ever-changing regulations and laws in the State of New York. The ability for ordering of certain prescription form products are controlled by practitioner level permissions. The following types of forms are currently controlled by these permissions: 2 part, laser sheets (4-up), intermec rolls and labels. Currently there are only two groups in the practitioner portion of the system, the basic group and the two-part scripts group, and two groups in the institution portion, the basic group and the Intermec product group. (An ordinary practitioner cannot order two-part scripts until they are added to the two-part script group.) The system must have the ability to allow for additional practitioner or institutional groups in the future.

APPLICATION SECURITY AND EXTERNAL INTERFACE REQUIREMENTS:

1. The contractor's software system must be capable of accepting and managing secure connections from the DOH HCS.
2. Only outside connections from the DOH HCS system shall be accepted, all other external requests must be rejected.
3. All connections originating outside the contractor's facility will be in the form of HTTPS form post containing a token encrypted using Triple-DES. For security reasons, the specific contents and structure of the information included in the token formulated by the DOH HCS system will only be provided to the chosen contractor. Bid responder should assume that user role is clearly indicated and used consistently.
4. Auto Login Functionality will be used when the user successfully enters the DOH HCS. The user will **not** be prompted to enter a subsequent user ID and password once the connection is passed to the contractor's system.
5. The contractor's system must inspect the inbound, encrypted connection to determine logon information. Based on the contents of the encrypted connection the contractor's system will validate the user based on License Number, DEA Number, Account Status (active/inactive) and the status of the User Profile Information. All Practitioner and Institution Users must enter the ordering system via this logon process.
6. User connections originating within the chosen contractor's facilities must provide a user ID and password before access is permitted. Only the Order Administrator and Configuration Administrator roles can connect in this manner.
7. The bidder must submit password policies and password creation guidelines with the bid response for review and approval by the DOH Security Unit.
8. All Practitioner, Institution and Alternate users must access the chosen contractor's software via the DOH HCS.

APPLICATION SECURITY AND EXTERNAL INTERFACE REQUIREMENTS: (Cont'd)

9. The process of registering and gaining permission to access the DOH HCS system will be managed by the DOH at no direct expense to the chosen contractor.
10. The contractor should expect between 2,000 and 10,000 connections daily.

INPUT DATA VALIDATION:

Input data must be validated to ensure it is correct and appropriate. The checks performed on the client side must also be performed at the server to ensure data integrity. Checks will be performed on all data fields unless specified otherwise for a specific field. The following controls must be available and implemented in the system:

1. Dual input or other input checks to detect the following errors.
2. Out-of-range values.
3. Invalid characters in data fields.
4. Missing or incomplete data.
5. Exceeding upper and lower data volume limits.
6. Unauthorized or inconsistent control data.
7. Contractor must provide documentation of manual and automated procedures for responding to validation errors.
8. Contractor must provide procedures for testing the plausibility of the input data.

COMMUNICATION/DATA INTERFACE REQUIREMENTS:

Each business day, the contractor must retrieve profile account information about all practitioners and institutions that were added or changed during the current business day. This information will be available in an electronic format on DOH HCS. The contractor will be provided a detailed field mapping and the associated exception processing that must be performed as part of the business rules. The contractor's software must handle exception processing and must ensure all records are either transacted successfully or a report of failures sent back to the New York State Department of Health in the same business day.

Each business day, the contractor must upload profile account information that was changed by practitioners on their profile during order processing. This information must be uploaded daily by the contractor in an electronic format to the DOH HCS. The contractor will be provided a detailed field mapping of those data fields that are able to be updated by the practitioner on the ordering site as part of the business rules.

Each business day, the contractor must upload order file information containing all orders that were entered and the corresponding information on filling those orders. This information must be uploaded daily by the chosen contractor in an electronic format to the DOH HCS. The contractor will be provided a detailed field mapping of those data fields that are able to be updated by the practitioner on the ordering site as part of the business rules.

The contractor must provide a secure computer communication link such as a web address between the DOH and the contractor, separate from the ordering system, designed to allow NYS Administrative staff access to view the status of all information regarding orders. The information displayed, as well as the communication system, shall be customized to meet the needs of the DOH in the monitoring the status of all orders placed by practitioners, contractor staff or NYS Administrators. This access will be read only and will provide up to date information reports based on date, prescription form type and status of orders.

USER PROFILE REQUIREMENTS:

Every Practitioner or Institution user connecting to the contractor provided software must be linked to a unique profile. Order Administrator and New York Administrator are not required to have profiles in the contractor provided software, but these roles must have authority to work on behalf of Practitioner and Institution users.

1. Practitioner Profile data consists of information that is relative to each individual Practitioner who will be ordering or receiving imprinted prescriptions. The information includes, but is not limited to, license number, DEA number, NPI number, ship-to-address that includes name and title, telephone number, fax number, email address, profession code, specialty codes if applicable, other practice locations and other practitioners they may want to be included on the imprinted prescriptions, as well as two free-form text lines that will be imprinted above the practitioner's name.

USER PROFILE REQUIREMENTS: (Cont'd)

2. Institution Profile data consists of information that is relative to each Institution that will be ordering or receiving imprinted prescriptions for their practitioners. The information includes, HCS Institution identification number, the institution status, two facility name lines, primary address, telephone number, fax number, email address, an "Attention" line, as well as other facility locations and other practitioners they may want to be included on the imprinted prescriptions, as well as two free-form text lines that will be imprinted above the institution's name.

ORDER MANAGEMENT REQUIREMENTS:

The system must provide robust management information capabilities to the user such as Viewing Order History, Searching for an Order by various elements, Display of Previous Order Details including a PDF proof of the prescription layout, as well as the flexibility to place a Reorder based on any past order that is still viewable on the system. Previous Order History must be made available for a minimum of 2 years.

1. Order History - the system must be capable of maintaining order history for each Practitioner, Institution, Alternate and DOH user. The system must present the user with a list of orders that can be sorted by order date, order number, or order status. A search engine should be deployed as part of the order history feature that allows user to search for an order by the above criteria. When an order is selected from the order history page, the details of the order should be presented. Details should include the prescription numbers associated with that order, shipping tracking number and estimated delivery date and the visible PDF proof of the actual order.
2. Order Search - a search engine should be deployed as part of the order history feature that allows user to search for an order by the above criteria. Users must have the ability to search based on order date, prescription numbers, tracking number, and order status.
3. Ordering Approval Queue - the system shall provide a means by which DOH office staff can control the current day's orders. The system must provide a standalone system not tied to a practitioner or profile and must be robust enough in scale and content to allow flexibility in setting ordering limits based on criteria the DOH would deem acceptable. The system will provide the DOH staff with the ability to modify or reject the orders queued based on the criteria set. An email notification containing suitable contact information will be forwarded to the practitioner or institution in question with an informative message that may be configurable and must be approved by the DOH as to why an order was amended or rejected.
4. Order Detail - when an order is selected from the Order History Page, the details of the order should be presented including the prescription numbers associated with that order, shipping tracking number and estimated delivery date and the visible PDF proof of the actual order script information that was printed as part of the associated order.
5. Reorder - the user must have the ability to place a reorder for any order still active in the Order History Page. All business rules, especially those relating to active practitioners and account status, need to be reapplied to any new order placed via the Reorder functionality.

ORDER PROCESS REQUIREMENTS:

At a minimum the following System functionality is required in the processing of prescription orders:

1. List of Products – the system will present the user with a method by which they can view a visual presentation of products that are available for ordering based on the users group and role settings. An order may consist of one or more prescription form items.
2. Order Quantity - allow for User/Practitioner to specify order quantity for each respective Item. System limits may be set by the DOH for minimum and maximum order quantities. The order limits must be fully customizable and maintainable by the DOH with no charge for alterations. Currently, there are no maximum limits on the number of items that can be ordered. However, there can be limits set on the total number of prescription forms that can be ordered at any given time.
3. DEA Number Printing – when allowed, the user must have the ability to select the option of having their DEA number imprinted on their prescription pads. (This option is available for web-based ordering only.)
4. View Proof – for all prescription form products the contractor must display a proof to users that accurately represents the appearance of the final product.
5. Shopping Cart - system must maintain a shopping cart that includes all products that have been selected and tailored by the user as described herein.

ORDER PROCESS REQUIREMENTS: (Cont'd)

6. Check Out Process - once all products have been ordered, the user should be directed to a Check Out process. The check out process must provide the user with the tracking information and estimated delivery date for their order. Any practitioners listed on the prescription, including the ordering practitioner, must receive a notification via email.

PRODUCT NUMBERING REQUIREMENTS:

1. The bidder must explain as part of their bid response how they will ensure every prescription provided to a practitioner or institution in the State of New York will be uniquely numbered (regardless of product type).
2. Duplicate, missing, or skipped numbers are not acceptable.
3. Disposition of all prescription form numbers utilized during production must be accounted for and reported to the DOH.
4. Product numbering must be automated to minimize the potential for errors.
5. Product numbering must support the base 31 numbering algorithm that has been designed by DOH. The algorithm will be shared with the chosen contractor.

INVENTORY CONTROL REQUIREMENTS:

The contractor must provide within their system and facility for a complete Inventory Control Management System. This would include allocation of serialized numbers across all prescription products, movement of prescription product inventory within the contractor warehouses and contractor facilities, reporting to DOH on the disposition of each the serialized numbers, tracking prescription product returns and cancellations of products that have already consumed serialized numbers.

1. The contractor must develop a complete inventory control system for the allocation, tracking and reporting of serial numbers and ranges. This system must also contain the location/disposition of the script product such as in stock, emergency warehouse stock or returned stock. The disposition must be reported to DOH in a format currently in use by DOH as dictated in the business rules.
2. The contractor must be able to provide a report of all prescription serial numbers and the disposition of any serial number when requested by DOH.
3. There can be no gaps in serial numbering allocations within the prescription preparation process.
4. There can be no duplicate, missing or skipped numbers. The disposition of each script number must be reported to DOH. No gaps in script serial numbers are permitted.
5. Each number must be accounted for and the disposition reported in the format currently in use by DOH as dictated in the business rules.
6. The numbers (ranges) allocated to each product must be reported to DOH in an agreed upon format and frequency.
7. The prescription product numbering must be automated.
8. The prescription product numbering must be in the same format currently employed by DOH and is a base 31 numbering scheme.
9. The contractor must develop an automated system to track returns and destruction of prescription products.
10. All products returned to the contractor must be reported to DOH with an appropriate reason code. The serialized numbers must be provided in the format set forth in the business rules.
11. Customized prescription products (Items 1 and 6) that are returned must be destroyed in an agreed upon manner and timeframe as set forth by DOH.
12. EMR products (Items 2,3,4,5 and 7) that are returned **unopened and undamaged** must be held in the secure returned stock inventory and reallocated to a subsequent order.
13. If product is returned, it must be kept separate from normal stock in a secure area until such time as returns for a prescription product type have amassed to the level that can be used for filling daily orders.
14. DOH must be contacted and approve the use of returned stock prior to the contractor using any of this stock to fill orders. DOH reserves the right to inspect the returned stock prior to the release to ensure it meets DOH standards for re-use.
15. While returned stock is being used to fill orders, the contractor's system cannot also use in stock prescription products due to invoicing issues.
16. An order cannot be filled with both in stock and returned stock prescription information (no split shipments from in stock and returned stock can occur).

ORDER REPORTING REQUIREMENTS:

1. Currently DOH receives order information in three parts, Order Reports, Confirmation Reports and Tracking Reports. This allows DOH to ensure that all orders placed are subsequently accounted for in the printing and shipping processes. These reports should represent **all** of the previous business day's activity.
2. Order Reports consist of information pertaining to the placement of an order, such as the name of the person who placed the order, the method used to place the order, all order specific information printed on the prescription such as practitioner's name, the practice address(es), the date the order was placed, the type of product ordered and the quantity of product ordered.
3. Confirmation Reports consist of information pertaining to the printing of the order such as the prescription numbers assigned to the order and the date the prescription forms were actually printed and shipped.
4. Tracking Reports consist of information pertaining to the shipment of the order, such as the address to where the prescriptions are shipped and the tracking number. This information may be used the DOH, a practitioner, the chosen contractor or the shipper to track the order in the instance failed or delayed delivery.
5. Each business day, the chosen contractor must provide the DOH specific information about all products ordered the previous business day, printed the previous business day and all products shipped the previous business day.
6. This information will be sent in an electronic format via the DOH (HCS) secure web site.
7. Specific details on the required Order, Confirmation and Tracking information will be given to the chosen contractor as part of the business rules.

INVOICING/PAYMENT:

1. Invoicing will occur on a monthly basis by the 15th of the month with the format to be determined by DOH.
2. An invoice shall be sent to DOH for the prior month's shipped products (products on order, but not shipped shall not be invoiced or paid).
3. A single invoice will be presented by product type for the number of prescription forms shipped in the invoice month. A total price will be calculated for all product types for the month. These totals will be verified by the DOH prior to payment.
4. Payment will be based on the total number of prescription products shipped to the ultimate user.

DOCUMENTATION:

1. The contractor will be responsible for fully documenting the System in an electronic format using either third party software that can be read and utilized by the DOH, or will, at the contractor's cost and approval by the DOH, provide all necessary software to permit the DOH to fully utilize the files in the format provided. The documentation will be based on the contract implementation plan as agreed to by the contractor and the DOH.
2. The contractor will develop a detailed Technical Design Document (TDD) based on the System requirements set forth in the bid within the time frames required. The TDD will include:
 - a) Detailed system overview including an overview of key processes.
 - b) Technical architecture description including system hardware and software requirements.
 - c) List, description and specifications of programs.
 - d) List, description and specifications of job streams.
 - e) Data flow diagrams at all levels of system operation.
 - f) List and description of parameter data.
 - g) List, description, and layout of files.
 - h) List of reports, report layouts, and specifications.
 - i) List of screens, screen layouts, and specifications.
 - j) Finalized data elements dictionary (including edit criteria and key fields specified).
 - k) Error message descriptions.
 - l) Security and internal control descriptions.
 - m) Functional requirements cross reference list.

DOCUMENTATION: (Cont'd)

- n) Communications System Design - The contractor will provide a complete detailed description of the communications system to be utilized.
3. As part of the acceptance testing process, the contractor will provide the DOH with a copy of the complete documentation including, but not limited to, the following items:
 - a) Functional requirements list,
 - b) TDD,
 - c) Help desk user manuals,
 - d) System change list
4. The contractor will make such revisions as are deemed necessary by the DOH to conform with the terms of the bid, and provide the DOH with a copy of any revised documentation at no additional charge throughout the term of the contract.

ACCEPTANCE TESTING:

1. Testing Methodology -The contractor will provide to the DOH a description of the procedures utilized to test the System and a description of the methods used in System testing which must at least meet the DOH's own testing standards.
2. Develop Test Data -The contractor will develop and document a comprehensive test data file that will test every aspect of the system before it is presented to the DOH. Where appropriate, automated tools for testing will be utilized.
3. Conduct Acceptance Testing - The contractor will set up and demonstrate an operating version of the system configuration at a location selected by the DOH. The system will be demonstrated to representatives of the DOH and the DOH's Quality Control Contractor. The demonstration(s) is intended to assure that the system operates in the way that was agreed with the contractor in the initial phases of discussion involving the functional requirements and to familiarize the DOH staff with the operation of the system. This operating system will:
 - a) Be used by the contractor to demonstrate all aspects of the system.
 - b) Be stress tested, using test files devised by the contractor that are of sufficient volume, and diversity and appropriately dated to clearly demonstrate portions of the system sensitive to date and System activity including any processing required at the end of the day, end of month, and end of year.
 - c) The contractor will incorporate any revisions as are deemed necessary by the DOH so that the system conforms to the bid.
 - d) If revisions are necessary, the DOH may require additional rounds of preliminary acceptance testing and further revisions until successful completion of the preliminary acceptance testing.
 - e) Upon successful completion of preliminary acceptance testing, the DOH shall certify that the preliminary acceptance testing has been completed. Such certification will not preclude the DOH from requiring the contractor to make additional corrections that may be necessary to resolve problems (for example, internal inconsistencies) identified as a result of the further testing provided for elsewhere in this bid and system operation.

CHANGE CONTROL:

Any changes in software should be reported to the DOH regardless of the severity of the change. Contractor should detail how version control is performed on software changes, as well as how documentation on changes will be supplied to DOH.

REVERSION PROCESS:

This Deliverable consists of a reversion plan and reversion process which must be approved by the DOH.

REVERSION PLAN:

1. The contractor will provide a Reversion Plan detailing how the System could be turned over to the DOH or to another specified contractor at the end of the contract period or when such a change is warranted.
2. The Reversion Plan will:
 - a) Provide for an orderly and controlled transition to either the DOH or to a successor contractor;
 - b) Be designed so there is no disruption of processing and services provided to the medical community;
 - c) Provide for the transfer to the DOH of the following State purchased items:
 - i. Documentation,
 - ii. Data,
 - iii. Test data, and
 - iv. Procedures including Help Desk Procedures.
 - d) Develop and provide a specific plan to detail the cut off and transition of prescription form numbering.
 - e) Provide for the destruction of all duplicate data or materials deemed to be confidential remaining in the contractor's possession at the end of the contract; and
 - f) Provide turnover training for the successor contractor's management in the operation and maintenance of the System.

REVERSION PLAN IMPLEMENTATION:

1. The contractor will set all aspects of the Reversion Plan in place and will certify that the plan is ready for use at any time upon approval of the Reversion Plan by the DOH.
2. The DOH will, as part of its routine monitoring of contractor performance, review contractor preparations for possible reversion.

OFFICIAL NEW YORK STATE PRESCRIPTION FORM

ESTIMATED QUANTITY:

An estimated minimum of 14,500,000 forms per month of all the different Items specified herein will be required. The DOH estimates that a minimum of 348,000,000 forms cumulatively of all the different Items listed herein will be required during the course of the two-year contract term. The DOH will dictate the design of the form for each respective item. Base printing must be done on an offset printing press and NOT by means of laser, ink jet or toner type reproduction. Chosen contractor must produce the following products and have the capability to produce new product lines or modify existing products as EMR requirements for practitioners or institutions change.

PRODUCT REQUIREMENTS:

The following specifications apply to all Items.

SECURE STOCK:

All controlled security paper utilized in the production of the Official New York State Prescription Forms must be manufactured under tightly controlled security conditions, restricted in its use and distribution, and not readily available on the open market.

NUMBERING/BARCODING:

The contractor shall adhere to the current base 31 numbering scheme that has been developed and employed in the current contract period. Numbering sequence should begin where the previous contractor left off. The numbering scheme shall include a code 3 of 9 barcode and be in a format that can be easily data entered by the dispensing pharmacy and shall be approved by DOH.

A unique man readable consecutive number (Alphanumeric) and matching linear barcode (code 3 of 9) must be applied to each individual prescription form in an established numbering scheme approved by DOH. The contractor selected must be able to guarantee no duplicate numbers across the entire range of product types (7 Items described herein). Each individual prescription must have a unique number and matching code 3 of 9 barcode printed in black. Forms held in storage for New York State shall be consecutively numbered/barcoded in fluorescent ink to facilitate inventory accountability by the contractor.

COMPOSITION:

Contractor will be required to set all new copy on each prescription design. There are multiple versions that require design. Placement of design elements and security features must be consistent across all versions. A safety VOID pantograph background is required on each design except Item 7. The document shall include substantial protection against reproduction by color copiers. Preferred methods include darker and lighter gradually changing tones that provide significant color copy protection across a full range of copier settings. The word "VOID" shall appear on any copies made across a wide variety of copier settings. Lighter tones should appear in areas intended for data entry to permit easy reading of information without comprising copy protection. The contractor will be required to add or revise prescription security features throughout the contract to guard against chemical washing of forms. Security features must reveal an attempt to alter forms by the use of chemicals and solutions, including but not limited to acetone, gasoline, turpentine, ink remover, ethanol, isopropyl alcohol. Such features may include the creation of hidden text message or other enhancement as required by the DOH. Samples of forms produced by prospective bidder incorporating this feature must be submitted with the bid for performance testing prior to awarding the contract.

REORDER FORMS (DOH 250):

Three (3) different versions of practitioner, institutional (Item 1) and two-part (Item 6) reorder forms will be required. One reorder form must accompany each shipped order.

Stock: 20# xerographic bond in colors specified by DOH.

Size: 8-1/2" x 11", no bleeds.

Presswork/Ink: Prints black ink front and back.

Variable Information: Reorder forms to be personalized with individual practitioner's/institution's applicable contact information.

Perforation: a full horizontal perforation is required.

SHIPPING CONTAINER:

All forms shall be wrapped in a secure manner suitable for shipping, as approved by DOH. All packaging must be of such strength, substance and construction suitable for shipping. Contractor to set all type required to imprint containers with carton sequence numbers including return address of contractor and phrase "NOT A SAMPLE".

ITEM 1 - ONE PART PRESCRIPTION PADS (TWO TYPES - PRACTITIONER & INSTITUTION):

PRODUCT CUSTOMIZATION:

Note that this item contains individual personalized information printed by the contractor for individual practitioners and institutions. This product must be imaged using an ink jet process. A toner process is unacceptable and will be rejected. (See section entitled "Initiation of Custom Printing" for details.)

SIZE: 4-1/4 "x 5-1/2" overall, no bleeds.

PERFORATIONS: Not Applicable

STOCK:

24 Lb. white controlled security paper containing invisible eradicator sensitive ink that shows a "VOID" or equivalent printed pattern if chemical tampering or alteration is attempted using a broad range of chemicals. A simple stain is not sufficient. Stock samples must be submitted with bid for testing.

PRESSWORK/INK:

FRONT

Prints 3 colors (black plus colors to be specified by DOH BNE including a friction activated ink). The friction activated (thermochromic) ink on the face should be printed in blue and should change color or disappear when warmed (reacts to body heat). It should return to its original color (blue) when cooled. Must also contain color copy VOID Pantograph as described under COMPOSITION. There shall also be a tamper evident coating containing a hidden void feature. Under normal conditions, the feature is invisible. An erasure/abrasion attempt will activate the coating and the word VOID will appear.

BACK

Prints 3 colors (gray, white fluorescent & a friction activated ink). "Enhanced" Laid lines - unevenly spaced and sized diagonal lines printed in gray ink across the back of each prescription. The back shall also contain an artificial watermark printed in white or transparent non-penetrating ink, which is visible to the human eye when viewed at a 45 degree angle. This feature also fluoresces green under a black light. A friction activated (thermochromic) ink must be present in several locations on the back of each prescription. The ink shall be printed in orange and should change color or disappear when warmed (reacts to body heat). It should return to its original color (orange) when cooled.

CONSTRUCTION/BINDERY:

Pads are edge glued in sets of 100 prescriptions for shipment to practitioners and institutions across New York State. A verification cover sheet and a chipboard backer are required for each pad.

PACKAGING:

Prescription forms must be bundled for shipping in a secure manner to maintain integrity and to protect forms from loss.

ITEM 2 - LASER SHEETS (1-UP VERSION):

SIZE: 8-1/2" x 11", no bleeds.

STOCK:

24 Lb. white controlled security paper containing invisible eradicator sensitive ink that shows a "VOID" or equivalent printed pattern if chemical tampering or alteration is attempted using a broad range of chemicals. A simple stain is not sufficient. Stock samples must be submitted with bid for testing.

PERFORATIONS:

Laser cross perforations (full horizontal & full vertical) divide each sheet into 4 equal sections that measure 4-1/4" x 5-1/2". Perforations must be compatible with a laser printing environment; the paper must feed effectively and operate trouble-free across a wide range of laser devices by various manufacturers. Note that only one prescription form will be printed in only one section of the 8-1/2" x 11" sheet (upper left quadrant of the sheet).

PRESSWORK/INK:

FRONT

Prints 3 colors (black plus colors to be specified by DOH including a friction activated ink). The friction activated (thermochromic) ink on the face should be printed in blue and should change color or disappear when warmed (reacts to body heat). It should return to its original color (blue) when cooled. Must also contain color copy VOID Pantograph as described under COMPOSITION. An additional coating is required on the face to insure toner adhesion to the paper. This feature is commonly referred to as "toner grip" or "laser lock".

BACK

Prints 3 colors (gray, white fluorescent & a friction activated ink). "Enhanced" Laid lines - unevenly spaced and sized diagonal lines printed in gray ink across the back of each prescription. The back shall also contain an artificial watermark printed in white or transparent non-penetrating ink, which is visible to the human eye when viewed at a 45 degree angle. This feature also fluoresces green under a black light. A friction activated (thermochromic) ink must be present in several locations on the back of each prescription. The ink shall be printed in orange and should change color or disappear when warmed (reacts to body heat). It should return to its original color (orange) when cooled.

CONSTRUCTION/BINDERY: Not applicable.

PACKAGING:

Prescription forms must be wrapped for shipping in a secure manner to maintain integrity and to protect forms from loss.

ITEM 3 - LASER SHEETS (4-UP VERSION):

SIZE: Four individual 4-1/4" x 5-1/2" forms up on an 8-1/2" x 11" sheet, no bleeds. Each individual form has its own number and barcode.

STOCK & PRESSWORK/INK:

All specifications the same as Item 2.

PERFORATIONS:

Laser cross perforations (full horizontal & full vertical) divide each sheet into 4 equal sections that measure 4-1/4"x 5-1/2". Perforations must be compatible with a laser printing environment the paper must feed effectively and operate trouble-free across a wide range of laser devices by various manufacturers.

CONSTRUCTION/BINDERY: Not applicable.

PACKAGING:

Prescription forms must be wrapped for shipping in a secure manner to maintain integrity and to protect forms from loss.

ITEM 4 - THERMAL ROLLS:

SIZE: Individual form size is 4-1/4 "x 5-1/2", no bleeds.

STOCK:

A heavy weight, high sensitivity, direct thermal paper grade with an average basis weight of 20.4 lbs. (76.8 grams/m²). The thickness should be an average of 3.26 Mills (82.8 Microns). The grade should have an enhanced coating design with resistance to reasonable environmental conditions, such as 24 hour immersion in water. The grade should provide a clear, dark image that is consistent and suitable for high quality bar code imaging. The optimum activation temperature at 194+/- 9 degrees F (90 +/- 5 degrees C) should result in a density reading of 1.3 ODU. The thermal grade should have an image stability or archivability rating such that after imaging with reasonable storage, the image will remain human readable for a minimum of 10 years. Stock samples must be submitted with the bid for testing.

PRESSWORK/INK:

FRONT

Prints 3 colors (black plus colors to be specified by DOH including a friction activated ink.). The friction activated (thermochromic) ink on the face should be printed in blue and should change color or disappear when warmed (reacts to body heat). It should return to its original color (blue) when cooled. Must also contain color copy VOID Pantograph as described under COMPOSITION.

BACK

Prints 4 colors (gray, black, white fluorescent & a friction activated ink). "Enhanced" Laid lines - unevenly spaced and sized diagonal lines printed in gray ink across the back of each prescription. The back shall also contain an artificial watermark printed in white or transparent non-penetrating ink, which is visible to the human eye when viewed at a 45 degree angle. This feature also fluoresces green under a black light. A friction activated (thermochromic) ink must be present in several locations on the back of each prescription. The ink shall be printed in orange and should change color or disappear when warmed (reacts to body heat). It should return to its original color (orange) when cooled. Two timing marks are also printed in black ink on the back of each individual prescription.

PERFORATIONS: Not applicable.

CONSTRUCTION/BINDERY:

This is a direct thermal roll product that requires winding 500 prescriptions on each roll. Scripts are wound on a roll that utilizes a 1" plastic core. A core made of cardboard or other material is not acceptable. In addition to the 500 prescriptions on each roll, each roll will also contain two printed leader sheets for loading purposes. These leader sheets must not contain serial numbers or barcoding.

PACKAGING:

Rolls are to be individually wrapped in a manner that will sufficiently protect the integrity and long term viability of the rolls and then rolls are packed and bulk shipped in cartons.

ITEM 5 - INTERMEC THERMAL ROLLS:

SIZE: Individual form size is 4-1/4" x 5-1/2", no bleeds.

STOCK:

A heavy weight, high sensitivity, direct thermal paper grade with an average basis weight of 20.4 lbs. (76.8 grams/m²). The thickness should be an average of 3.26 Mills (82.8 Microns). The grade should have an enhanced coating design with resistance to reasonable environmental conditions, such as 24 hour immersion in water. The grade should provide a clear, dark image that is consistent and suitable for high quality bar code imaging. The optimum activation temperature at 194+/- 9 degrees F (90 +/- 5 degrees C) should result in a density reading of 1.3 ODU. The thermal grade should have an image stability or archivability rating such that after imaging with reasonable storage, the image will remain human readable for a minimum of 10 years. Stock samples must be submitted with the bid for testing.

PRESSWORK/INK:

FRONT

Prints 3 colors (black plus colors to be specified by DOH including a friction activated ink). The friction activated (thermochromic) ink on the face should be printed in blue and should change color or disappear when warmed (reacts to body heat). It should return to its original color (blue) when cooled. Must also contain color copy VOID Pantograph as described under COMPOSITION.

BACK

Prints 4 colors (gray, black, white fluorescent & a friction activated ink). "Enhanced" Laid lines - unevenly spaced and sized diagonal lines printed in gray ink across the back of each prescription. The back shall also contain an artificial watermark printed in white or transparent non-penetrating ink, which is visible to the human eye when viewed at a 45 degree angle. This feature also fluoresces green under a black light. A friction activated (thermochromic) ink must be present in several locations on the back of each prescription. The ink shall be printed in orange and should change color or disappear when warmed (reacts to body heat). It should return to its original color (orange) when cooled. A timing mark that extends horizontally across the back of each script is printed in black ink.

PERFORATIONS: Not applicable.

CONSTRUCTION/BINDERY:

This is a direct thermal roll product that requires reverse winding of 500 prescriptions on each roll. Prescriptions are wound on a roll that utilizes a 1" plastic core. A core made of cardboard or other material is not acceptable. In addition to the 500 prescriptions on each roll, each roll will also contain two printed leader sheets for loading purposes. The leader sheets must not contain serial numbers or barcoding.

PACKAGING:

Rolls are to be individually wrapped in a manner that will sufficiently protect the integrity and long term viability of the rolls and then rolls are packed and bulk shipped in cartons.

ITEM 6 - TWO-PART CARBONLESS FORM:

PRODUCT CUSTOMIZATION:

Note that this item contains individual personalized information printed by the contractor for individual practitioners and institutions. This product must be imaged using an ink jet process. A toner process is unacceptable and will be rejected. (See section entitled "Initiation of Custom Printing" for details.)

SIZE: 4-1/4" x 5-1/2", no bleeds.

STOCK:

Part 1 - Minimum of 20 lb White CB carbonless bond. The paper must contain an invisible coating that stains when bleach is applied.

Part 2 - Minimum of 20 lb Canary CF carbonless bond.

PRESSWORK/INK:

FRONT:

Part 1 prints 3 colors (black plus colors to be specified by DOH including a friction activated ink). The friction activated (thermochromic) ink on the face should be printed in blue and should change color or disappear when warmed (reacts to body heat). It should return to its original color (blue) when cooled. Must also contain color copy VOID Pantograph as described under COMPOSITION. An additional coating is required on the face to insure toner adhesion to the paper.

BACK:

Part 1 prints 3 colors (gray, white fluorescent & a friction activated ink). "Enhanced" Laid lines - unevenly spaced and sized diagonal lines printed in gray ink across the back of each prescription. The back shall also contain an artificial watermark printed in white or transparent non-penetrating ink, which is visible to the human eye when viewed at a 45 degree angle. This feature also fluoresces green under a black light. A friction activated (thermochromic) ink must be present in several locations on the back of each prescription. The ink shall be printed in orange and should change color or disappear when warmed (reacts to body heat). It should return to its original color (orange) when cooled. The back of Part 2 is unprinted.

NUMBERING:

A press or crash numbering methodology may be utilized to apply the crash numbering to part 2.

PERFORATIONS: Not applicable.

CONSTRUCTION AND BINDERY:

Pads are edge glued in sets of 50 two-part prescriptions for shipment to practitioners and institutions across New York State. A chipboard or tag stock backer is required for each pad and is to be fan glued to the back of each pad. An additional chipboard or tag stock insert (size 4-1/4" x 5-1/2") is shipped with each pad. Since these are carbonless 2-part pads, the chipboard or tag stock insert will be used to prevent writing through to other ply(s) when completing forms. An instruction sheet printed one color black describing how to use the chipboard or tag stock insert must also accompany each shipment. In lieu of a separate instruction sheet, the inserts themselves may contain written instructions on their use

PACKAGING:

Prescription forms must be bundled for shipping in a secure manner to maintain integrity and to protect forms from loss.

ITEM 7 - SERIALIZED SECURE LABELS:

SIZE: Individual label size is 3/4" x 2"

LABEL STOCK:

Self adhesive stock is comprised of the following components from top to bottom: Face, Adhesive, Release Coating and Liner. Stock samples must be submitted with the bid for testing.

PERFORATIONS: Label liners must contain a fold after each 6th label to allow for an accordion fold.

FACE:

Must be a film based material in which a serial number and barcode are imprinted. The face must also contain a pharmacist test area containing thermochromic ink. Prints 1 color (black). The friction activated (thermochromic) ink should be printed in blue and must change color or disappear when warmed (reacts to body heat). It should return to color (blue) when cooled.

ADHESIVE: The adhesion type must be permanent as it is applied to paper.

RELEASE COATING: Silicone or equivalent as approved by the DOH .

LINER:

A film material or equivalent as approved by the DOH. Must be perforated between each label.

CONSTRUCTION AND BINDERY:

The labels must be produced in sheet format containing only one column. After each 6th label, a fold must occur at the perforation in the liner to form an accordion folded packet. Package size is 1000 labels. Minimum ordering quantity is 2000 labels.

PACKAGING:

Prescription forms must be bundled for shipping in a secure manner to maintain integrity and to protect forms from loss.

**State of New York
Office of General Services
PROCUREMENT SERVICES
Contract Performance Report**

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one contractor or product, please make copies as needed. This office will use the information to improve our contract award, where appropriate. **Comments should include those of the product's end user.**

Contract No.: _____ **Contractor:** _____

Describe Product* Provided (Include Item No., if available): _____

***Note:** "Product" is defined as a deliverable under any Bid or Contract, which may include commodities (including printing), services and/or technology. The term "Product" includes Licensed Software.

	Excellent	Good	Acceptable	Unacceptable
• Product meets your needs				
• Product meets contract specifications				
• Pricing				

CONTRACTOR

	Excellent	Good	Acceptable	Unacceptable
• Timeliness of delivery				
• Completeness of order (fill rate)				
• Responsiveness to inquiries				
• Employee courtesy				
• Problem resolution				

Comments: _____

 _____ (over)

Agency: _____ Prepared by: _____

Address: _____ Title: _____

_____ Date: _____

_____ Phone: _____

_____ E-mail: _____

Please detach or photocopy this form & return by FAX to 518/474-2437 or mail to:

OGS PROCUREMENT SERVICES
 Customer Services, 37th Floor
 Corning 2nd Tower - Empire State Plaza
 Albany, New York 12242

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