NEW YORK STATE | Corrections and Community Supervision

INVITATION FOR BIDS (IFB) 2016-01

Hearing Reporter and Transcription Services

January 8, 2016 (Release Date)

Notice to Bidders

1. Read the entire IFB document. Note the key issues such as event dates, mandatory requirements, and proposal packaging requirements.

2. Complete the page entitled **COVER SHEET** and send back with your bid to the address provided in section 2.5 Instructions for Bid Submission. If you are unable to bid on this solicitation complete the Cover Sheet page check the box entitled unable to bid, state a reason then email to doccscontracts@doccs.ny.gov, please indicate IFB 2016-01 in the subject line.

3. The successful Bidder must be able to service all counties in each catchment area(s) that are bid on.

4. Bidders are permitted to communicate with the designated contacts **only**. Note the names and contact information for these contacts (Section 1.2).

5. Any amendments, clarifications, responses to questions, and updates to this IFB will be posted on the NYS Contract Reporter and the DOCCS/Community Supervision Web site (https://www.parole.ny.gov) select *RFPs*.

6. Bidders' proposals must address all amendments, clarifications, or updates pertaining to this solicitation document.

7. Take full advantage of the Questions and Answers opportunities. All questions must be submitted in writing to the designated email address by the date and time specified in subsection 1.4, *Key Events and Dates.*

8. Bidders' proposals must include a cover letter as outlined in Section 2.2.1.

9. Review the IFB document and your proposal (Cost Sheet in Attachment C). Make sure all requirements are addressed and all submission copies are identical and complete.

10. Complete and submit with your proposals all required forms in Attachment F (and referenced throughout the IFB).

11. Package your proposals as instructed in Sections 2.4 and 2.5.

12. Submit you proposals so that they are received by the designated due date and time (see subsection 1.4). **DOCCS will not consider proposal submissions that arrive after the time specified on the due date.**

INVITATION FOR BIDS (IFB) 2016-01
Hearing Reporter and Transcription Services
COVER SHEET

BID OPENING: **DATE: February 11, 2016** **TIME: 12:00 Noon**	**TITLE:** **Hearing Reporter and Transcription Services**
INVITATION FOR BIDS NUMBER: **IFB 2016-01**	**SPECIFICATION REFERENCE:** **As incorporated herein.**
CONTRACT PERIOD: Five Year Term July 1, 2016 – June 30, 2021	
DESIGNATED CONTACTS - ADDRESS INQUIRIES IN WRITING TO:	
Primary Contact: Lucretia Bailey **E-mail address:** **doccscontracts@doccs.ny.gov**	**Secondary Contact: Velma Berry** **E-mail address:** **doccscontracts@doccs.ny.gov**

The bid must be fully and properly executed by an authorized person. By signing you certify your express authority to sign on behalf of yourself, your company, or other entity and full knowledge and acceptance of this INVITATION FOR BIDS, Appendix A (Standard Clauses For New York State Contracts), ST-220CA or TD Tax Disclosure, Vendor Responsibility Questionnaire, Workers' Compensation Requirements, and State Finance Law §139-j and §139-k (Procurement Lobbying), and that all information provided is complete, true and accurate. By signing, bidder affirms that it understands and agrees to comply with NYS Department of Corrections and Community Supervision procedures relative to permissible contacts as required by State Finance Law §139-j (3) and §139-j (6) (b). Information and compliance forms are attached (Attachments D).

Bidder's Federal Tax Identification Number: ***(Do Not Use Social Security Number)***		**NYS Vendor Identification Number:**		
Legal Business Name of Company Bidding: **DBA:**				
Street	**City**	**State**	**Zip**	**County**
If you are not bidding, place an "x" in the box and return this page only. **☐ WE ARE UNABLE TO BID AT THIS TIME** **BECAUSE**_____ _____**.**				
Bidder's Signature: **Title:**		**Printed or Typed Name:** **Date:**		
Phone : ( ) - ext ( ) **Fax : ( ) - ext ( )** **E-mail Address:**		**Toll Free Phone : ( ) - ext ( )** **Toll Free Fax : ( ) - ext ( )** **Company Web Site:**		

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Attachment D	Catchment Area Map
Attachment E	Facility, County Jail, and Area Office Listings
Attachment F	Legal Forms o Procurement Lobbying Certification o Vendor Responsibility Checklist o ST-220TD and CA Tax Certification o Certificate of Worker's Compensation and Disability Insurance o Encouraging Use of NYS Businesses o Non-Disclosure Requirements
Attachment G	M/WBE Requirements and Forms

1. Introduction

1.1 Overview

This document is an Invitation for Bid (IFB) to provide the New York State Department of Corrections and Community Supervision (DOCCS) with hearing reporter services as described herein. The services required will be for Parole Board release interview(s) aka "Boards," Rescission hearing(s) (typically held at State Correctional facilities or by means of video-conference at Area Offices); Parole Revocation hearings (held primarily at county jails); Medical Parole Board interviews (held primarily at hospitals/medical facilities); Victim Impact statements (held primarily in Area Offices); or other legal proceedings. Contractors must be able to cover all of these services in the specified Catchment area(s).The Catchment areas will be defined later in this IFB.

The services required include the provision of a hearing reporter(s) (in person) to transcribe/produce word for word verbatim records of the proceedings and the timely provision of the electronic transcripts utilizing stenographic/steno machine technology (see Section 4, Scope of Services). In addition, the Contractor may be asked, at the discretion of DOCCS, to transcribe hearings that are video-conferenced to another location. In the event that a hearing is video-conferenced, the hearing reporter must be present in person to transcribe the hearing. Contractors may be allowed to subcontract with other hearing reporter service providers, if necessary, to meet the terms of this IFB. If such a "consortium" or subcontracting relationship is proposed, subject to DOCCS approval, one Contractor will be responsible for purposes of contract compliance.

Please note: In Catchment Area 11, Nassau and Suffolk Counties, four-track electronic recording equipment or any equivalent devices may be allowed to provide coverage for some revocation hearings or otherservices with prior approval from DOCCS at the time of scheduling. This is only when a hearing reporter using a stenographic/steno machine is not available. Board Interviews and Victim impact statements must be covered by hearing reporters using stenographic/steno machine technology.

The contracts awarded as a result of this IFB will be for a period of five years, commencing July 1, 2016, or upon approval by the Office of the State Comptroller (OSC) whichever is later and ending June 30, 2021.

1.2 Designated Contact

In compliance with the Procurement Lobbying Law, Lucretia Bailey has been designated the primary contact for this solicitation and may be reached by email or telephone for all inquiries regarding this solicitation.

Lucretia Bailey, Contract Management Specialist
NYS Department of Corrections and Community Supervision
Division of Support Operations / Contract Procurement Unit
550 Broadway
Menands, NY 12204
Voice: 518-436-7886 ext. 3135
Fax: 518-486-1519
Email: doccscontracts@doccs.ny.gov

In the event the designated contact is not available, Velma Berry is the Alternate designated contact:

Velma Berry, Contract Management Specialist
Voice: 518-436-7886 ext. 3135
Email: doccscontracts@doccs.ny.gov

1.3 Qualifications of Prospective Bidders

DOCCS reserves the right to investigate or make any inquiry into the capabilities of any bidder to properly perform under any resultant contract.

1.4 Key Events and Dates

Events	Dates
Invitation For Bid (IFB) Issued	January 8, 2016
Bidders Question Deadline	January 29, 2016 (close of business)
DOCCS Issues Responses to Questions	February 4, 2016
Bid Due Date to DOCCS (Contract Procurement Unit Menands, NY)	February 11, 2016 12:00 Noon
Contract Start Date	July 1, 2016, contingent on OSC Approval

2. Bid Submission

2.1 IFB Questions and Clarifications

Please direct all questions and requests for clarification regarding this IFB to the designated contact or the alternate contact as identified in Section 1.2.

Questions and requests for clarification are only accepted via email. Official answers to all questions will be posted in the form of an addendum at the following website: https://www.parole.ny.gov/RFPs.html and on the NYS Contract Reporter. Only answers provided by addendum are considered official. Deadline for submission of questions will be as stated in Section 1.4 - Key Events and Dates. Any questions received after the due date and time in Section 1.4 - Key Events and Dates may not be addressed. It is each bidder's responsibility to visit the above website to determine if any addenda are issued regarding this solicitation prior to submitting a bid.

2.2 Bid Format and Content

In order for the State to evaluate bids fairly and completely, bidders are requested to follow the format set forth herein and should provide all of the information requested. All items identified in the following list should be addressed as concisely as possible in order for a bid to be considered complete. Failure to conform to the stated requirements may necessitate rejection of the bid.

2.2.1 Cover Letter

The cover letter should confirm that:

- the bidder understands all the terms and conditions contained in this IFB and will comply with all the provisions of this IFB;
- the bidder agrees to adhere to the Scope of Services (Section 4);
- the bidder has a degree, certificate or document equivalent to provide these services and will provide proof of such at DOCCS request;
- the bidder's company or the bidder has been providing hearing reporter and transcription services for at **least three years** (attach a certificate of incorporation);
- if the contract is awarded to your company, the bidder would be prepared to begin services following approval of the NYS Office of the State Comptroller (OSC);
- the full contact information of the person(s) DOCCS should contact regarding the bid;
- the name(s) of an authorized individual of the company responsible for this contract, his/her function, title and number of years of service with company is included;
- document security measures (plan to protect and keep the transcripts free from threat from damage or disclosure to other sources);
- whether or not subcontractors will be used, and the name and address of each proposed subcontractor;
- the required documentation is signed by a bidder representative authorized to make contractual obligations; and
- the bidder is willing to keep proposed bid in effect for 120 days.

2.2.2 Pricing

Bidder shall submit completed Attachment C – Cost Sheet

2.2.3 Required Procurement Forms

Bidder shall submit the completed documents in Attachment F, Required Forms

Note: DOCCS reserves the right to request any additional information deemed necessary to ensure that the Bidder has the ability to fulfill the requirements of the resulting contract.

2.3 Bid Preparation

All bids must be completed in ink or machine (computer, typewriter etc.) produced. Bids submitted handwritten in pencil will be disqualified.

2.4 Packaging of IFB Response

Please submit two (2) complete separate originals of all proposals along with two (2) complete copies of each proposal.

If a vendor plans to submit multiple bid proposals please note that only one bid proposal per catchment area will be accepted.

The bid documents must be **submitted to the address below** by mail, hand delivery, overnight carrier or certified mail in a package showing the following information on the outside:

- Bidder's complete name and address
- IFB Number – 2016-01 (this document)
- Bid Due Date and Time: (as indicated in Section 1.4 - Key Events and Dates)

Failure to complete all information on the bid envelope and/ or packages may necessitate the premature opening of the bid and may compromise confidentiality.

2.5 Instructions for Bid Submission

Only those Bidders who furnish all required information will be considered.

Submit all required bid documents including signed bid addenda if any, to the NYS Department of Corrections and Community Supervision at the following address:

BID SUBMISSION IFB 2016-01
State of New York
Department of Corrections and Community Supervision
Division of Support Operations / Contract Procurement Unit
550 Broadway
Menands, NY 12204

DOCCS will not consider emailed or faxed bid submissions.

The State of New York will not be held responsible for any costs incurred by the Bidder for work performed in the preparation and production of a bid or for any work performed prior to the formal execution and approval of a contract.

Bids must be received in the Contract Procurement Unit on or before the date and time indicated in section 1.4 - Key Events and Dates.

Bidders assume all risks for timely, properly submitted deliveries. The received time of bids will be determined by the clock at the location noted above.

Bidders mailing their bids must allow sufficient mail delivery time to ensure receipt of their bid packages at the specified location and office no later than the specified date and time. Delays in United States mail deliveries or any other means of transmittal, including couriers or agents of the bidding entity, shall not excuse late bid submissions. Similar types of delays, including but not limited to, bad weather or security procedures for parking and building admittance shall not excuse late bid submissions. DOCCS cannot be responsible for the actions of your chosen carrier.

Bids must remain open and valid for 120 days from the due date, unless the time for awarding the contract is extended by mutual consent of DOCCS and the Bidder. A bid shall continue to remain an effective offer, firm and irrevocable, subsequent to such 120 day period until either tentative award of the contract(s) by Issuing Office is made or withdrawal of the bid in writing by Bidder. Tentative award of the contract(s) shall consist of written notice to that effect by the Issuing Office to the successful Bidder. This IFB remains the property of the State at all times, and all responses to this IFB, once delivered, become the property of the State.

3. Administrative Information

3.1 Issuing Office

This IFB is being released by the New York State Department of Corrections and Community Supervision, Division of Support Operations / Contract Procurement Unit.

3.2 Method of Award

Contracts will be awarded to the **responsive and responsible low bidder** for the total amount calculated on Attachment C, Cost Sheet. The Bid amounts shall be inclusive of all costs including travel, licenses, insurance, administrative, profit and other ancillary costs.

DOCCS intends to award one contract per Catchment Area to the lowest annual grand total cost from a responsive and responsible bidder.

Please complete the attached Cost Sheet (Attachment C). The following is a **sample** of Attachment C:

Catchment Area 1	**Price**	**Estimated Usage Pages**	**Totals**
$/page (10-day)	$_____	45,000	$ _____
$/page (3-day)	$_____	2,500	$_____
		Annual Grand Total for Catchment Area 1	$_____

Volumes are estimates only and are not guaranteed.

If two offers are found to be equivalent, the lowest total Price per Page for the 10-day turnaround shall be the basis for determining the award recipient. If the 10-day turnaround offer is found to be equivalent for two or more bidders, then the following order shall be the basis for determining the award recipient(s):

- Certified M/WBE
- NYS Service-Disabled Veteran-Owned Business
- Small NYS Business
- Previous Vendor
- Draw Name

When price and other factors are found to be substantially equivalent, the determination of award will be made by the DOCCS Commissioner or his designee to award a contract to one or more of such bidders. In accordance with State Finance Law Article 11, Section 163, the Commissioner's decision shall be final.

Unsuccessful applicants will be notified in writing and will be offered an opportunity to be debriefed. A debriefing, if any, will be scheduled for all unsuccessful applicants upon request, at a date, time and location convenient to both DOCCS and the applicants concerned.

Any negotiated contract must conform to the laws of New York State and will be subject to approval by the Department of Law and the Office of the State Comptroller. The contract will not be considered fully executed until formal approval has been granted by the Department of Law and the Office of the State Comptroller.

3.3 Bidder's Proposal Checklist

The following checklist is intended to acquaint the bidder with all items of information that are to be submitted with the bid. Failure to submit any item may result in rejection of the bid.

- ✓ Cover letter (Section 2.2.1), signed by authorized individual: **two (2) complete separate originals of all proposals along with two (2) complete copies of each proposals**
- ✓ Certificate of Incorporation if applicable (attached to the cover letter)
- ✓ Completed Attachment C Cost Sheet: two (2) originals and two (2) copies
- ✓ Completed Forms Required for M/WBE Compliance (Attachment G)
- ✓ Completed and/or signed Legal Requirements Forms (Attachment F):
  - Procurement Lobbying Law Form
  - Workers' Compensation Insurance/Disability Insurance
  - Vendor Responsibility Questionnaire
  - Tax Certification (Form ST-220-CA)
  - Signed Non-Disclosure Agreement

3.4 Term of Contract

The contracts awarded as a result of this IFB will be for a period of five years, commencing July 1, 2016, or upon approval by the Office of the State Comptroller (OSC) whichever is later, and ending June 30, 2021.

3.5 Price Adjustment (Escalation / De-escalation)

Bidders should submit a bid understanding that prices will be fixed for years one (1) and two (2) of the Contract Term. When requested, adjustments for years three (3) through five (5), based on CPI utilizing the Northeast Region/All Items Index in effect 90 days prior to the yearly anniversary date, may be calculated for the prior 12-month time period up to three percent (3%). Requests for increases are the responsibility of the contractor and must be made no later than 30 days prior to effective date and must include the appropriate CPI chart with supporting documentation. No retroactive adjustments will be allowed. All requested adjustments are subject to DOCCS' approval.
Reference: http://data.bls.gov/cgi-bin/surveymost?cu

3.6 Method of Payment

A. Contract Vendor must provide complete and accurate billing invoices to DOCCS in order to receive payment. Billing invoices submitted to DOCCS on a standard voucher must contain all information and supporting documentation. A typed report must accompany the voucher and must include the following:

- Inmate/Parolee Name
- NYSID #
- DIN #
- Type of Hearing
- Date
- Location
- # of Pages

B. Electronic transcripts must be accompanied by an electronic copy of the invoice(s), voucher(s), and typed report within (ten) 10-business days in order for Contractor not to incur late fees. Signed invoices may be scanned and emailed to the Business Service Center (BSC) at AccountsPayable@ogs.ny.gov, or the original signed invoice(s)/voucher(s) and accompanying list can be mailed to the following address:

Department of Corrections and Community Supervision
Unit ID: 3250226
c/o OGS BSC Accounts payable
Building 5, 5th Floor
1220 Washington Ave
Albany, NY 12226-1900

Further instructions concerning the submission of invoice(s) and voucher(s) will be addressed after contract award.

DOCCS reserves the right to adjust amounts contained in vouchers submitted by Contractors that, through either acts of their own or through acts of a subcontractor or agent, have failed to conform to the size, pitch, indentation, or other specifications outlined in the scope (Section 4). Vouchers will be adjusted by the per page price.

3.7 Cost

The services offered must be provided on a specific fee per page transcribed (in person transcript). The proposed cost must be all inclusive of all associated travel, electronically submitted copy, photocopying if requested, equipment rental, overhead and any other costs related to the transcription. Under no circumstances can appearance fees be charged. If Contractors are required to cover hearing(s) that for some reason are not held that day, or result in the total number of pages per facility for the entire day being less than 20 pages (with the exception of Board interview transcripts), the Contractor shall be entitled to a minimum payment equal to the value of 20 pages per facility at the normal delivery rate. Please note this is not the minimum for an appearance; this is the minimum for an entire day per facility. All pages including the cover and certification pages will count towards the 20 page minimum. Proposals should clearly indicate requested pricing on Attachment C and submit the completed Attachment C as part of the proposal.

DOCCS reserves the right to request that the transcriber review his/her notes for accuracy at no charge.

3.8 Geographic Breakdown of Services Required

The services required are located in ten geographic areas. The listing below illustrates which counties are in each Catchment Area and the estimated annual volume of pages. The estimated volume is based on data for the last two fiscal years.. It is the Department's intention to award one contract for each of the Catchment Areas .

If the Board Members from one Catchment Area cross into another Catchment Area for hearings, the Hearing Reporter originally assigned to provide services with the Board Members will continue to provide services in the other Catchment Area. The price paid for the hearing will be based on the Catchment Area where the hearing originated. DOCCS may make scheduling changes when hearings are moved from one county to another thereby crossing over Catchment Areas as a result of video-conferencing. In this instance, the Contractor servicing the hearings being moved has the right to first refusal. Contractors will be notified at least two-weeks in advance of such changes. Historically, DOCCS has made video-conferencing schedule changes infrequently.

For example, if Contractor X is currently scheduled to provide services at Facility A in Catchment Area 1, and Contractor X is provided notice that the Board interviews are going to be video-conferenced at an Area Office in Catchment Area 2, Contractor X has the choice to provide the services for the Board Members in the Catchment Area 2 Regional Office, or Contractor X may relinquish the Board interviews to Contractor Y who has the contract for Catchment Area 2.

DOCCS does not guarantee that there will be a Board Hearing in each Catchment Area.

CATCHMENT AREAS

Catchment Area 1:	Niagara, Erie, Chautauqua, Cattaraugus, Allegany Buffalo Area Office, Niagara Falls Area Office Estimated Number of Pages Typed: 35,000 - 55,000
Catchment Area 2:	Orleans, Monroe, Wayne, Genesee, Wyoming, Livingston, Ontario, Rochester Area Office Estimated Number of Pages Typed: 25,000 - 50,000
Catchment Area 3:	Steuben, Yates, Schuyler, Tompkins, Chemung, Tioga, Broome, Delaware Elmira Area Office, Binghamton Area Office Estimated Number of Pages Typed: 5,000 - 20,000
Catchment Area 4:	Jefferson, Lewis, St. Lawrence, Franklin, Clinton, Essex, Watertown Area Office, Plattsburg Area Office Estimated Number of Pages Typed: 25,000 - 50,000
Catchment Area 5:	Oswego, Seneca, Cayuga, Onondaga, Cortland, Madison, Chenango, Syracuse Area Office Estimated Number of Pages Typed: 15,000- 35,000
Catchment Area 6:	Oneida, Herkimer, Otsego, Fulton, Montgomery, Hamilton Utica Area Office Estimated Number of Pages Typed: 25,000 - 50,000
Catchment Area 7:	Warren, Saratoga, Washington, Schenectady, Schoharie, Albany, Rensselaer, Greene, Columbia Albany Area Office, Northeast Area Office, Central Office Estimated Number of Pages Typed: 50,000 - 80,000
Catchment Area 8:	Sullivan, Ulster, Estimated Number of Pages Typed: 5,000 - 25,000
Catchment Area 9:	Duchess, Orange, Putnam, Rockland, Westchester Peekskill Area Office, Poughkeepsie Area Office Estimated Number of Pages Typed: 5,000 - 25,000
Catchment Area 11:	Nassau, Suffolk Nassau/Suffolk/Central L.I. Area Offices Estimated Number of Pages Typed: 15,000 - 30,000

Please be aware that the estimated number of pages listed is based on the annual number of pages typed and DOCCS does not guarantee the number of pages to be typed in any Catchment Area.

The attached map (Attachment D) illustrates the counties within each Catchment Area. Contractors **must** be able to provide services to all counties.

Please note that release interviews and rescission hearings are held at correctional facilities (mostly via video conference), revocation hearings are primarily held at County Jails, and Victim Impact statements are presently held in DOCCS Regional Offices. A Listings of Facilities, County Jails and DOCCS Offices for each Catchment Area are attached for reference purposes only and are subject to change (see Attachment E). Medical Parole interviews are usually done at hospitals, medical facilities, or in DOCCS medical units. On occasion reporters may also be retained to do other legal proceedings including, but not limited to, bidders' conferences and Parental Interviews. Attachment E also references Board interviews that may be covered by DOCCS Verbatim Reporters.

3.9 Electronic Payment

Contractor shall provide complete and accurate billing invoices in order to receive payment. Billing invoices submitted must contain all information and supporting documentation required by the contract, the agency, and the State Comptroller. Payment 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 payment 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 Comptrollers website at www.osc.state.ny.us/epay/index.htm, by e-mail at epayments@osc.state.ny.us, or by phone at 518-474-4032. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract 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.

3.10 Past Practice

The failure to exercise any right hereunder in the past shall not operate as a waiver of such right. No breach of this Agreement shall be deemed waived unless such waiver shall be in writing and signed by the party claimed to have waived. No waiver of any breach of the Agreement at any time in the past shall constitute a waiver of subsequent breach.

3.11 Bid Exceptions

The Issuing Office will consider all requests to waive any bid requirement. However, bidders should be aware that failure to obtain a waiver of any bid requirement in advance of bid submission could result in rejection of Bidder's bid and disqualification from the bidding process. Bidders wishing to obtain an exemption or waiver for any part of this solicitation must contact the Issuing Office in writing by the 'Questions Due Date' as identified in Section 1.4 - Key Events. The request must cite the specific section and requirement in question, and clearly identify any proposed alternative. Requests will be considered and responded to in writing, either via addendum (if the response results in a change to the IFB), or directly to the requesting bidder.

3.12 Dispute Resolution

It is the policy of DOCCS Division of Support Operations / Contract Procurement Unit to provide vendors with an opportunity to administratively resolve disputes, complaints or inquiries related to bid solicitations or contract awards. DOCCS and the Office of the State Comptroller encourage vendors to seek resolution of disputes through consultation with DOCCS Division of Support Operations / Contract Procurement Unit staff. All such matters will be accorded impartial and timely consideration. Interested parties may also file formal written disputes.

3.13 Examination of Contract Documents

1. Each Bidder is under an affirmative duty to inform itself by personal examination of the specifications of the proposed work and by such other means as it may select, of the character, quality and extent of the work to be performed and the conditions under which the contract is to be executed.

2. Each Bidder shall examine specifications and all other data or instruction pertaining to the work. No pleas of ignorance of conditions that may be encountered or of any other matter concerning the work to be performed in the execution of the contract will be accepted by the state as an excuse for any failure or omission on the part of the Bidder to fulfill every detail of all the requirements of the documents governing the work. The Bidder, if awarded the contract, will not be allowed any extra compensation by reason of any matter or thing concerning which such Bidder might have fully informed itself prior to bidding.
3. Any addendum issued prior to the bid due date must be acknowledged by signature, dated and be submitted on or before the bid due date. In awarding a contract any written addenda will become a part thereof.
4. Any verbal information obtained from, or statements made by, representatives of the Commissioner of the Department of Corrections and Community Supervision shall not be construed as in any way amending contract documents. Only such corrections or addenda as are issued, in writing, shall become a part of the contract.

3.14 Inspection of Books

It is expressly understood and agreed that the Department of Corrections and Community Supervision and the New York State Comptroller shall have the right to inspect and audit the Contractor's records covered under this Agreement, in accordance with his statutory responsibility to examine the books and accounts of every Agency. The New York State Comptroller requires, and the Contractor agrees to, the retention of all material that is pertinent to an audit of the operations under any contract resulting from this IFB for a **full seven-year period from the expiration of the contact**.

3.15 Glossary of Terms

Term	Definition
Commissioner	Commissioner of the Department of Corrections and Community Supervision or duly authorized representative
Contactor	Successful Bidder/Vendor
DIN	A DIN is assigned to each inmate admitted to the Department of Corrections and Community Supervision. This is an internal number used as an identifier for the inmate while he or she is in the custody of the Department
DOCCS or Department	Department of Corrections and Community Supervision
Facility	Where an interview, hearing or other proceeding may take place, such as a correctional facility, jail, area office or other designated location
Hearing Reporter/Stenographer	The official officer creating the verbatim record/transcript of a proceeding with the use of a Stenographic/Steno Machine
IFB	Invitation for Bids
Issuing Office	Department of Corrections and Community Supervision, Division of Support Operations/Contract Procurement Unit
NYSID	New York State Identification Number: A unique identifier assigned to an individual by New York State Division of Criminal Justice Services
Offeror/Offerer or Bidder	Any person, partnership, firm, corporation or other authorized entity submitting a bid to the State pursuant to this IFB
Stenographic/Steno Machine	A keyboard machine used to record dictation in shorthand by a series of phonetic symbols or A phonetic symbol or combination of symbols produced by such a machine
Vendor	Contractor

Please be aware that verbatim record and transcript are synonymous

3.16 Definitions

Parole Board Release Interview a.k.a. "Boards"– The Board Members conduct interviews of inmates who are eligible for discretionary release. These take place at the facility or via video-conferencing. Most interviews are conducted via video-conferencing. The Boards usually take place for 1 to 3 consecutive days each month for each facility (see, Attachment E). There is no set day of the month for each facility, thus, the schedule is at the discretion of DOCCS. It is expected that the Contractor (not necessarily the same stenographer) will begin the Board and will complete all interviews for the remaining days. It is the responsibility of the Contractor to find a replacement in the event that the Contractor cannot attend the Board interviews for a certain day or days.

Medical Parole Board Interviews – Occasionally, the Board Members may have to conduct an interview of an inmate at a hospital or medical facility to determine whether a terminally ill or seriously ill inmate should be granted parole. The Contractor would be expected to go to the location where the interview is taking place to transcribe the interview. It is the responsibility of the Contractor to find a replacement in the event that the Contractor cannot attend the interview.

Rescission Hearings – Occasionally, the Board Members may need to decide whether to rescind the release of an inmate. When this occurs, the hearing will be held at the correctional facility or by means of video conferencing. The duration of the hearing may last an entire day or may be adjourned to another day, depending upon the facts and circumstances of the matter.

Parole Revocation Hearings – Preliminary and Final

Preliminary Revocation Hearings – When a releasee is in the process of having his or her community supervision status revoked, a preliminary hearing may be held if requested to determine if there is probable cause. This takes place before a Hearing Officer at the local jail where the alleged violator is held. These hearings typically take no more than one day.

Final Revocation Hearings – Upon a finding of probable cause, a final revocation hearing will be held at the local jail before an Administrative Law Judge. In the event that the releasee decides to plead guilty, the transcript will be rather short. However, there is usually more than one revocation hearing occurring at the same location. There are also contested hearings which may conclude within one day or may be adjourned for multiple days. It is expected that the Contractor (not necessarily the same stenographer) will continue with the revocation hearing even if it is adjourned to a later date.

Victim Impact Statements –Victims of violent crimes or their remaining family members may request to meet with Parole Board Commissioners to discuss the impact that the inmate's crime has had on them. These meetings may be in person or over the phone and may take place at any of the eight Area Parole Offices on Fridays. These meetings are scheduled several weeks prior to an inmate's Board interview so that the Board will have a copy of the Victim Impact Statement transcript to review in preparation for the inmate's interview. Thus, the transcript including all exhibits will have to be available prior to the Board interview.

4. Scope of Services

4.1 Records Certification and Transmission

All verbatim records from Release Interviews, Revocation, Rescission Hearings and Victim Impact statements must be certified and electronically received by DOCCS within ten (10) business days from the date of the hearing/interview. Additionally, all exhibits produced at Victim Impact Hearings are to be forwarded by mail to the Victim Impact Unit within ten (10) business days from date of the hearing/interview.

On some occasions, as determined by DOCCS, such certified electronic transcripts will need to be **expedited** and provided to DOCCS within three (3) business days from the date of the hearing/interview.

If the required delivery times as stated above cannot be met, DOCCS may reduce the amount of payments by 5% for every day that the records are late.

4.2 Transcript Format (see sample transcript – Attachment B)

The following formatting guidelines will be applied to the transcripts:

1. All pages must measure not less than 8 1/2 x 11 inches.

2. Margins must be 1 inch all the way around. Headers and footers must be within the 1 inch margin. Size of print (pitch) must be no larger than 12 and font must be Times New Roman. Header print size must be set at 12 pitch and footer print size must be no larger than 10 pitch. Spacing must be set at normal (enhanced spacing will not be accepted). Testimony must be aligned left (justified lines will not be accepted). Each typed testimony line must average not less than 6 1/2 inches in width.

3. There must be no indentations, except for necessary headings and paragraphs indented ten spaces (colloquy).

4. All cover pages must include participants present, inmates first and last name, NYSID number, DIN number and **must** conform to the samples included.

5. Transcript pages must contain a minimum of twenty-five (25) numbered lines per page, with the numbers printed outside and adjacent to the left margin of each reporting page. The 25-line requirement does not include the "heading line," which serves to identify the inmate or parolee who is the subject of the interview or hearing, or the “footer line,” which identifies the Contractor’s name and phone number. The only exceptions to the 25-line minimum requirement will be the cover page, decision page, closing page, and certification page, which can contain fewer than 25 lines.

6. Transcript pages must **not** contain borders or frames.

7. Each page, excluding the cover page, must have a header and footer as seen in the samples attached. All headers must include inmate/parolee name, NYSID and DIN #s, and page number. The footer must contain the name of the hearing reporter company, address including city, state and zip code and the telephone number with area code.

8. The Certification page must be a separate page and include the inmate/parolee name, NYSID and DIN #'s at the top, number of pages included, and the date signed by the stenographer. Electronic signatures are acceptable on the Certification page (see Attachment B). An example of an acceptable electronic signature is changing the font to a *Script font*.

9. Each transcript must begin with the actual interview or testimony and include the statement "Hearing Concluded" at the end of the interview or testimony.

Please Note: There are several types of hearings. Examples of a few types of transcripts are included. Please be aware that all transcripts must adhere to the formatting provided in the samples.

4.3 Completeness and Accuracy

All transcripts must be proofread by the reporter taking the testimony to ensure completeness and accuracy. Any corrections to completed transcripts must be at the expense of the Contractor. The final, fully edited transcript must not contain an error rate of more than one error per five pages of transcript. Failure to meet this requirement will result in a 5% reduction of payment for each transcript affected. If Contractor transcripts continue to contain errors from the same reporter, DOCCS may ask Contractor to remove said reporter from DOCCS schedules.

4.4 Submission of Electronic Transcripts

Contractor must comply with the submission of electronic transcripts in the following manner:

1. Transcripts must be submitted to DOCCS using Secured File Transfer Protocol (SFTP) or other encryption methods as specified by DOCCS. The Internet Provider (IP) address of the DOCCS server and a user id and password will be provided to the Successful Bidder. The Contractor will be required to provide and set up their own SFTP client software. Sending the files from a fixed IP address is preferred but not required

2. The Successful Bidder is required to use a File Transfer Protocol (FTP) client. FTP is a standard network protocol used to copy a file from one host to another over a TCP/IP-based network, such as the Internet. Any FTP Client using the SFTP protocol is acceptable. .

3. **Transcript files must be saved individually for each interview as a PDF/A-1 file**. PDF/A-1 is a constrained form of Adobe PDF intended to be suitable for long-term preservation of page-oriented documents. When submitting your transcript files each transcript **must** have it's own PDF file.

4. Each transcript must be named as specified in the Key below:

   Folder Label: 04-04-01 CAYUGA CJ
   Transcript Label: Last Name, First Name (example Johnson, John or Johnson, J).

   Key
   First Character
   - B - Board Interview
   - P - Preliminary Revocation Hearing
   - F - Final Revocation Hearing
   - V - Victim Impact Statement
   - M - Medical Parole Board Interview

   Second Character
   - Place: Facility/County Jail Name, etc.

   Third Character
   - Inmate's Last Name

   Fourth Character
   - Inmate's First Initial

   Fifth Character
   - Hearing Date

5. **Multiple transcript files must be grouped and submitted to DOCCS in separate folders**. For example, within the folder, a separate sub-folder must be created for the voucher, invoice and typed report (as outlined below). Each individual transcript file must be placed in the folder for submission to DOCCS. **It is important that interviews be saved individually and not as one large file**. If one large file is submitted, verification and processing of these transcripts will take much longer, resulting in delayed voucher sign-off.

4.5 Reporter Availability

Contractors will ensure that reporters are available as follows:

1. Contractors must ensure reporters will arrive at the scheduled proceeding a minimum of twenty (20) to thirty (30) minutes prior to start time.

2. Contractor must provide a minimum of 24 (twenty-four) hours notice in the event of cancellation of a scheduled proceeding(s). In the event that a contractor fails to show up for a scheduled Hearing Reporter Event on three or more occasions, DOCCS may determine that the contractor is non-compliant and may require that said contractor attend a Responsibility Hearing. Such performance may result in the cancellation of the contract.

3. Contractor must have at least one (1) reporter available to cover short-notice schedule changes. Short notice is considered notification of change with a 24-hour period. Schedule changes may occur several times throughout the year.

Please Note: DOCCS does not guarantee the end time of any hearing especially Board Interviews. Reporters are expected to continue transcribing throughout the duration of the scheduled hearing.

4.6 State Holiday Schedule

Contractor must be aware of the official State holiday schedule. The holiday schedule for 2016 can be accessed by using the following link :
http://www.cs.ny.gov/attendance_leave/index.cfm#legal

5. Contract Clauses and Requirements

5.1 Appendix A / Order of Precedence

Appendix A — Standard Clauses for New York State Contracts, dated January 2014, attached hereto, is hereby expressly made a part of this solicitation document as fully as if set forth at length herein. The agreement resulting from a successful award will include the following documents. Conflicts between these documents will be resolved in the following descending order of precedence:

- Appendix- A (January 2014)
- Contract Resulting from this IFB
- DOCCS Invitation For Bid Number 2016-01 (This Document) including any addenda
- Selected Contractor's Bid

5.2 Procurement Lobbying Requirement

Pursuant to State Finance Law §§139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between DOCCS and an Offerer/Bidder during the procurement process. An Offerer/Bidder is restricted from making contacts from the earliest notice of intent to solicit offers/bids through final award and approval of the Procurement Contract by DOCCS and, if applicable, the Office of the State Comptroller ("restricted period") to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j (3) (a). Designated staff, as of the date hereof, is identified on the first page of this solicitation. DOCCS employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offerer/Bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a four-year period; the Offerer/Bidder is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found on the OGS website: http://www.ogs.ny.gov/aboutOgs/regulations/defaultAdvisoryCouncil.html

5.3 Sales and Compensating Use Tax Certification Requirements

Complete **Form ST-220-CA Contractor Certification.** The Contractor must file Form ST-220-CA to certify that it has filed Form ST-220-TD with the Tax Department and that the information contained on Form ST-220-TD is correct and complete as of the date that the Contractor files Form ST-220-CA. Access and complete Form ST-220-CA by using the following link: http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf Please note that Form ST-200-TD must be filed with the NYS Tax Department at the address on the front page of the form. You can access Form ST-220-TD using the following link: http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf For *Questions and Answers Concerning Tax Law Section 5-a*, go to NYS Department of Tax and Finance at http://www.tax.ny.gov/pdf/publications/sales/pub223.pdf .

5.4 Freedom of Information Law / Trade Secrets

During the evaluation process, the content of each bid will be held in confidence and details of any bid will not be revealed (except as may be required under the Freedom of Information Law or other State law). The Freedom of Information Law provides for an exemption from disclosure for trade secrets or information the disclosure of which would cause injury to the competitive position of commercial enterprises. This exception would be effective both during and after the evaluation process. Should you feel your firm's bid contains any such trade secrets or other confidential or proprietary information, **you must submit a request to except such information from disclosure.** Such request must be in writing, must state the reasons why the information should be accepted from disclosure and must be provided at the time of submission of the subject information. Requests for exemption of the entire contents of a bid from disclosure have generally not been found to be meritorious and are discouraged. Kindly limit any requests for exemption of information from disclosure to bona fide trade secrets or specific information, the disclosure of which would cause a substantial injury to the competitive position of your firm.

5.5 General Requirements

The Bidder agrees to

1. adhere to all State and Federal laws and regulations in connection with the contract; and,

2. notify DOCCS of any changes in the legal status or principal ownership of the firm, forty five (45) days in advance of said change.

The Bidder agrees that

3. In any contract resulting from this IFB, it shall be completely responsible for its work, including any damages or breakdowns caused by its failure to take appropriate action; and,

4. Any contract resulting from this IFB may not be assigned, transferred, conveyed or the work subcontracted without the prior written consent of the Commissioner of DOCCS.

5. For reasons of safety and public policy, in any contract resulting from this IFB, the use of illegal drugs and/or alcoholic beverages by the Contractor or its personnel shall not be permitted while performing any phase of the work herein specified.

6. For purposes of any contract resulting from this IFB, the State will not be liable for any expense incurred by the Contractor for any parking fees or as a consequence of any traffic infraction or parking violations attributable to employees of the Contractor.

7. The Commissioner's interpretation of specifications shall be final and binding upon the Contractor.

8. The Commissioner of DOCCS will make no allowance or concession to the Bidder for any alleged misunderstanding because of quantity, quality, character, location or other conditions.

9. Should it appear that there is a real or apparent discrepancy between different sections of specifications concerning the nature, quality or extent of work to be furnished, it shall be assumed that the Bidder has based its bid on the more expensive option. Final decision will rest with the Commissioner of DOCCS.

10. **Inspection** – For purposes of any contract resulting from this IFB, the quality of service is subject to inspection and may be made at any reasonable time by the State of New York. Should it be found that quality of services being performed is not satisfactory and that the requirements of the specifications are not being met, the Commissioner DOCCS may terminate the contract and employ another contractor to fulfill the requirements of the contract. The existing Contractor shall be liable to the State of New York for costs incurred on account thereof.

11. **Stop Work Order** - The Commissioner of DOCCS reserves the right to stop the work covered by this IFB and any contract(s) resulting therefrom at any time that it is deemed the successful Bidder is unable or incapable of performing the work to the state's satisfaction. In the event of such stopping, DOCCS shall have the right to arrange for the completion of the work in such manner as it may deem advisable and if the cost thereof exceeds the amount of the bid, the successful Bidder shall be liable to the State of New York for any such costs on account thereof. In the event that DOCCS issues a stop work order for the work as provided herein, the Contractor shall have ten (10) working days to respond thereto before any such stop work order shall become effective.

12. It is the Contractor's responsibility to maintain the equipment and materials provided for the work consistent with applicable safety and health codes.

13. DOCCS reserves the right to reject and bar from the facility any employee hired by the Contractor.

5.6 Contract Terms

1. All provisions and requirements of Appendix A Standard Clauses for New York State Contracts, which is attached hereto and forms a part hereof, will be incorporated into any contract resulting from this IFB, and will be binding upon the parties to such contract.

2. All provisions and requirements that are attached hereto and form a part hereof, will be incorporated into any contract resulting from this IFB, and will be binding upon the parties to such contract.

3. It is stipulated and agreed by the parties that the law of the State of New York shall solely and in all respects govern with relation to any dispute, litigation, or interpretation arising out of or connected with any contract resulting from this IFB.

4. Any contract resulting from this IFB shall not be deemed executed, valid or binding unless and until approved in writing by the Attorney General and the Comptroller of the State of New York.

5.7 Subcontractors

1. The State will contract only with the successful Bidder who is the Prime Contractor. The Issuing Office considers the Prime Contractor, the sole Contractor with regard to all provisions of the solicitation and the contract resulting from the solicitation.
2. When bidding, any known / planned use of subcontractors must be disclosed in detail with the bid submission.
3. If subcontractors are to be used for base scope services, it shall be understood that the bid price includes the cost of the subcontractor and **no additional markups will be allowed.**
4. No subcontract entered into by the Contractor shall relieve the Contractor of any liabilities or obligations in this IFB *or* the resultant contract.
5. The Contractor accepts full responsibility for the actions of any employee or subcontractor/subcontractor's employee(s) who carry out any of the provisions of any contract resulting from this IFB.
6. The Contractor's use of subcontractors shall not diminish the Contractor's obligations to complete the work in accordance with the contract. The Contractor shall coordinate and control the work of the subcontractors.
7. The Contractor shall be responsible for informing the subcontractors of all terms, conditions, and requirements of the contract documents.
8. During the term of the Contract, before any part of the contract shall be sublet, the Contractor shall submit to DOCCS Division of Support Operations / Contract Procurement Unit, 550 Broadway, Menands, NY 12204, in writing, the name of each proposed subcontractor and obtain written consent to such subcontractor. The names shall be submitted in ample time to permit acceptance or rejection of each proposed subcontractor without causing delay in the work of this contract. The Contractor shall promptly furnish such information as DOCCS may require concerning the proposed subcontractor's ability and qualifications.

5.8 Procurement Rights

The State of New York reserves the rights for the following:

1. Reject any and all bids received in response to this Solicitation.
2. Disqualify a Bidder from receiving the award if the Bidder, or anyone in the Bidder's employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.
3. Correct Bidders' mathematical errors and waive or modify other minor irregularities in bids received, after prior notification to the Bidder.
4. Adjust any Bidder's expected costs of the bid price based on a determination of the evaluation committee that the selection of the said Bidder will cause the State to incur additional costs.
5. Utilize any and all ideas submitted in the bids received.

6. Negotiate with Bidders responding to this Solicitation within the Solicitation requirements to serve the best interests of the State.
7. Begin contract negotiations with another bidding Contractor(s) to serve the best interests of the State should DOCCS be unsuccessful negotiating a contract with the selected Contractor within 21 days of selection notification.
8. Waive any non-material requirement not met by all Bidders.
9. Not make an award from this Solicitation or withdraw any tentative awards made as a result of this Solicitation.
10. Make an award under this Solicitation in whole or in part.
11. Make multiple contract awards pursuant to the Solicitation.
12. Have any service completed via separate competitive bid or other means, as determined to be in the best interest of the State.
13. Seek clarifications of bids.
14. If two or more offers are found to be substantially equivalent, the Commissioner of DOCCS, at his sole discretion, will determine award.

Please Note: The State is not liable for any costs incurred by Bidders in the preparation and production of bids or for any work performed prior to the issuance of a contract.

5.9 Debriefings

Bidders will be accorded fair and equal treatment with respect to their opportunity for debriefing. Prior to the final contract award, DOCCS shall, upon request, provide a debriefing which would be limited to review of the requesting bidder's bid. After the final contract award, DOCCS shall, upon request, provide a debriefing to any bidder that responded to the IFB, regarding the reason that the bid submitted by the unsuccessful bidder was not selected for a contract award. The post award debriefing should be requested by the bidder within thirty days of contract approval as posted on the OSC website.

5.10 Termination

5.10.1 Agency Termination

The Department reserves the right to cancel the complete contract or any part thereof, at any time, giving the Contractor thirty (30) days written notice for convenience or unavailability of funds. If in the judgment of DOCCS, the Contractor fails or refuses to perform the work in accordance with the contract, DOCCS may terminate the contract immediately by written notice for cause.

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate DOCCS officials or staff, the contract may be terminated by the DOCCS Commissioner or his designee at the Contractor's expense where the Contractor is determined by the DOCCS Commissioner or his designee to be non-responsible. In such event, the DOCCS Commissioner or his designee may complete the contractual requirements in any manner he may deem advisable and pursue available legal or equitable remedies for breach.

DOCCS may, upon thirty (30) days notice, terminate the contract resulting from this IFB in the event of the awarded Bidder's failure to comply with any of the bid's requirements unless the awarded Bidder obtained a waiver of the requirement.

In addition, DOCCS may also terminate any contract resulting from this IFB upon ten (10) days written notice if the Contractor makes any arrangement or assignment for the benefit of creditors.

Furthermore, DOCCS shall have the right, in its sole discretion, at any time to terminate a contract resulting from this IFB, or any unit portion thereof, with or without cause, by giving thirty (30) days written notice of termination to the Contractor.

Any termination by DOCCS under this Section shall in no event constitute or be deemed a breach of any contract resulting from this IFB and no liability shall be incurred by or arise against DOCCS, its agents and employees therefore for lost profits or any other damages.

5.10.2 Procurement Lobbying Termination

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

5.11 NYS Vendor Responsibility Questionnaire

DOCCS conducts a review of prospective contractors ("Bidders") to provide reasonable assurances that the Bidder is responsive and responsible. A Questionnaire is used for non-construction contracts and is designed to provide information to assess a Bidder's responsibility to conduct business in New York based upon financial and organizational capacity, legal authority, business integrity, and past performance history. By submitting a bid, Bidder agrees to fully and accurately complete the "Questionnaire." The Bidder acknowledges that the State's execution of the Contract will be contingent upon the State's determination that the Bidder is responsible, and that the State will be relying upon the Bidder's responses to the Questionnaire when making its responsibility determination.

DOCCS recommends each Bidder file the required Questionnaire online via the New York State VendRep System. To enroll in and use the VendRep System, please refer to the VendRep System Instructions and User Support for Vendors available at the Office of the State Comptroller's (OSC) website, http://www.osc.state.ny.us./vendrep/vendor_index.htm or to enroll, go directly to the VendRep System online at https://portal.osc.state.ny.us

OSC provides direct support for the VendRep System through user assistance, documents, online help, and a help desk. The OSC Help Desk contact information is located at http://www.osc.state.ny.us/portal/contactbuss.htm. Bidders opting to complete the paper questionnaire can access this form and associated definitions via the OSC website at: http://www.osc.state.ny.us/vendrep/forms_vendor.htm

The Contractor must remain a responsible vendor throughout the duration of the contract and, if at any time the Contractor is found to be not responsible or there is a question as to the vendor's responsibility, any activities pursuant to the contract may be suspended. Finally, the contract may be terminated following a finding of non-responsibility.

To assist the State in determining the responsibility of the Bidder, the Bidder should complete and certify (or recertify) the Questionnaire no more than six (6) months prior to the bid due date.

A Bidder's Questionnaire cannot be viewed by DOCCS until the Bidder has certified the Questionnaire. It is recommended that all Bidders become familiar with all of the requirements of the Questionnaire in advance of the bid opening to provide sufficient time to complete the Questionnaire.

The Bidder agrees that if it is found by the State that the Bidder's responses to the Questionnaire were intentionally false or intentionally incomplete, on such finding, DOCCS may terminate the Contract. In no case shall such termination of the Contract by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination.

The CONTRACTOR shall at all times during the Contract term remain responsible. The CONTRACTOR agrees, if requested by the Commissioner of DOCCS or his designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

The DOCCS Commissioner or his designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the DOCCS Commissioner or his designee issues a written notice authorizing a resumption of performance under the Contract.

5.12 M/WBE and EEO Requirements

See Attachment G for Contractor requirements and procedures. Return a completed Utilization Plan (Form M/WBE 100-G) and a completed Staffing Plan (Form EEO 100) with your proposal. Please access the forms at www.parole.ny.gov/IFBs to complete electronically. After completing, download the forms and include with your submission. Appendix C will be included in the Contract resulting from this IFB.

5.13 Service-Disabled Veteran-Owned Business

Article 17-B of the Executive Law enacted in 2014 acknowledges that Service-Disabled Veteran-Owned Businesses (SDVOBs) strongly contribute to the economies of the State and the nation. As defenders of our nation and in recognition of their economic activity in doing business in New York State, bidders/proposers for this contract for commodities, services or technology are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles. SDVOBs can be readily identified on the directory of certified businesses at: http://ogs.ny.gov/Core/docs/CertifiedNYS_SDVOB.pdf

Bidders/proposers need to be aware that all authorized users of this contract will be strongly encouraged to the maximum extent practical and consistent with legal requirements of the State Finance Law and the Executive Law to use responsible and responsive SDVOBs in purchasing and utilizing commodities, services and technology that are of equal quality and functionality to those that may be obtained from non-SDVOBs.

Furthermore, bidders/proposers are reminded that they must continue to utilize small, minority and women-owned businesses consistent with current State law.

Utilizing SDVOBs in State contracts will help create more private sector jobs, rebuild New York State's infrastructure, and maximize economic activity to the mutual benefit of the contractor and its SDVOB partners. SDVOBs will promote the contractor's optimal performance under the contract, thereby fully benefiting the public sector programs that are supported by associated public procurements.

Public procurements can drive and improve the State's economic engine through promotion of the use of SDVOBs by its contractors. The State, therefore, expects bidders/proposers to provide maximum assistance to SDVOBs in their contract performance. The potential participation by all kinds of SDVOBs will deliver great value to the State and its taxpayers.

5.14 Contractor Insurance Requirements

Prior to the commencement of the work to be performed by the Contractor hereunder, the Contractor shall file with The People of the State of New York, DOCCS, Certificates of Insurance (hereinafter referred to as "Certificates"), evidencing compliance with all requirements. Such Certificates shall be of a form and substance acceptable to DOCCS.

Certificate acceptance and/or approval by DOCCS does not and shall not be construed to relieve Contractor of any obligations, responsibilities or liabilities under the Contract.

All insurance required by the Contract shall be obtained at the sole cost and expense of the Contractor; shall be maintained with insurance carriers licensed to do business in New York State and acceptable to DOCCS; shall be primary and non-contributing to any insurance or self insurance maintained by DOCCS; shall be endorsed to provide written notice be given to DOCCS, at least thirty (30) days prior to the cancellation, non-renewal, or material alteration of such policies, which notice, evidenced by return receipt of United States Certified Mail; shall be sent to:

NYS Department of Corrections and Community Supervision
Division of Support Operations – Contract Procurement Unit
550 Broadway, Menands, NY 12204

and shall name The People of the State of New York, its officers, agents, and employees as additional insureds thereunder (General Liability Additional Insured Endorsement shall be on Insurance Service Office's (ISO) form number **CG 20 10 11 85**). The additional insured requirement does not apply to Workers' Compensation, Disability or Professional Liability coverage.

The Contractor shall be solely responsible for the payment of all deductibles and self-insured retentions to which such policies are subject. Deductibles and self-insured retentions must be approved by DOCCS. Such approval shall not be unreasonably withheld.

The Contractor shall require that any subcontractors hired, carry insurance with the same limits and provisions provided herein.

Each insurance carrier must be rated at least "A-" Class "VII" in the most recently published Best's Insurance Report. If, during the term of the policy, a carrier's rating falls below "A-" Class "VII", the insurance must be replaced no later than the renewal date of the policy with an insurer acceptable to DOCCS and rated at least "A-" Class "VII" in the most recently published Best's Insurance Report.

The Contractor shall cause all insurance to be in full force and effect as of the commencement date of this Contract and to remain in full force and effect throughout the term of this Contract and as further required by this Contract. The Contractor shall not take

any action, or omit to take any action that would suspend or invalidate any of the required coverages during the period of time such coverages are required to be in effect.

Not less than thirty (30) days prior to the expiration date or renewal date, the Contractor shall supply to DOCCS updated replacement Certificates of Insurance, and amendatory endorsements.

The Contractor, throughout the term of this Contract, or as otherwise required by this Contract, shall obtain and maintain in full force and effect, the following insurance with limits not less than those described below and as required by the terms of this Contract, or as required by law, whichever is greater (limits may be provided through a combination of primary and umbrella/excess policies):

a) Commercial General Liability Insurance with a limit of not less than $1,000,000 each occurrence. Such liability shall be written on the ISO occurrence form CG 00 01, or a substitute form providing equivalent coverages and shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal & advertising injury, cross liability coverage, liability assumed in a contract (including the tort liability of another assumed in a contract) and explosion, collapse & underground coverage.
If such insurance contains an aggregate limit, it shall apply separately on a per job or per project basis.

b) Comprehensive Business Automobile Liability Insurance with a limit of not less than $1,000,000 each accident. Such insurance shall cover liability arising out of any automobile including owned, leased, hired and non-owned automobiles.

c) Waiver of Subrogation. Contractor shall cause to be included in each of its policies insuring against loss, damage or destruction by fire or other insured casualty a waiver of the insurer's right of subrogation against DOCCS, or, if such waiver is unobtainable (i) an express agreement that such policy shall not be invalidated if Contractor waives or has waived before the casualty, the right of recovery against DOCCS or (ii) any other form of permission for the release of DOCCS.

5.15 Workers' Compensation and NYS Disability Insurance

A. Workers' Compensation Requirement:

Section 57 of the New York State Workers Compensation Law (WCL) requires that State and municipal entities prior to entering into a contract must ensure that the contractor applying for that contract has appropriate New York State Workers' Compensation Insurance coverage. Therefore, as part of your bid submission you must provide one of the following forms to meet this requirement. **Failure to submit one of these forms may result in rejection of your bid.**

1. CE-200 Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage Is Not Required:
Form CE-200 can be filled out electronically on the New York State Workers Compensation Board's website, http://www.wcb.ny.gov/ , under the heading

"Forms." Applicants filling electronically are able to print a finished Form CE-200 immediately upon, completion of the electronic application. Applicants without access to a computer may obtain a paper application for the CE-200 by writing or visiting the Customer Service Center at any District Office of the Workers

Compensation Board. Applicants using the manual process may wait up to four (4) weeks before receiving a CE-200.

OR

2. C-105.2 Certificate of Workers' Compensation Insurance (the contractors insurance carrier provides this form) **PLEASE NOTE:** The New York State Insurance Fund provides its own version of this form, the U-26.3;

OR

3. SI-12 Certificate of Workers' Compensation Self-Insurance (To obtain this form the contractor needs to call the New York State Workers' Compensation Board, Self-Insurance Office at 518-402-0247), **OR** GSI-105.2 – Certificate of Participation in Workers' Compensation Group Self- Insurance (The Contractors Group Self-Insurer will provide this form).

B. Disability Benefit Insurance Requirement:

Section 220(8) of the New York State Workers' Compensation Law (WCL) requires that State and municipal entities prior to entering into a contract must ensure that the contractor applying for that contract has appropriate New York State disability benefits insurance. All bidders as part of their bid submission must submit one of the following forms in order to meet this requirement. **Failure to provide one of these forms may result in your bid being disqualified.**

1. CE-200 Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers Compensation And/Or Disability Benefits Insurance Coverage Is Not Required:
Form CE-200 can be filled out electronically on the New York State Workers Compensation Board's website, http://www.wcb.ny.gov/ , under the heading "Forms." Applicants filling electronically are able to print a finished Form CE-200 immediately upon, completion of the electronic application. Applicants without access to a computer may obtain a paper application for the CE-200 by writing or visiting the Customer Service Center at any District Office of the Workers Compensation Board. Applicants using the manual process may wait up to four (4) weeks before receiving a CE-200.

OR

2. DB-120.1 Certificate of Disability Benefits Insurance (the contractors insurance carrier provides this form);

OR

3. DB-155 Certificate of Disability Benefits Self-Insurance (To obtain this form the contractor needs to call the New York State Workers Compensation Board's Self-Insurance Office at 518-402-0247).

Please note: An ACORD form is not acceptable proof of New York State workers' compensation or disability benefits insurance coverage.

5.16 Non-Disclosure Requirements

The winning bidder(s) will be required to sign a non-disclosure agreement which can be found in Attachment F.

5.17 Ethics Compliance

All bidders/contractors and their employees must comply with the requirements of §§73 and 74 of the Public Officers Law, other state codes, rules, regulations, and executive orders establishing ethical standards for the conduct of business with New York State. In signing the Contract, the Contractor certifies full compliance with those provisions for any present or future dealings, transactions, sales, contracts, services, offers, relations, etc., involving New York State and/or its employees. Failure to comply with those provisions may result in disqualification from the bidding process, termination of contract, and/or other civil or criminal proceedings as required by law.

5.18 Indemnification

The Contractor shall assume all risks of liability for its performance, or that of any of its officers, employees, subcontractors or agents, of any contract resulting from this solicitation and shall be solely responsible and liable for all liabilities, losses, damages, costs or expenses, including attorney's fees, arising from any claim, action or proceeding relating to or in any way connected with the performance of this Agreement and covenants and agrees to indemnify and hold harmless the State of New York, its agents, officers and employees, from any and all claims, suits, causes of action and losses of whatever kind and nature, arising out of or in connection with its performance of any contract resulting from this solicitation, including negligence, active or passive or improper conduct of the Contractor, its officers, agents, subcontractors or employees, or the failure by the Contractor, its officers, agents, subcontractors or employees to perform any obligations or commitments to the State or third parties arising out of or resulting from any contract resulting from this solicitation. Such indemnity shall not be limited to the insurance coverage herein prescribed.

5.19 Noncollusive Bidding Certification

In accordance with New York State Finance Law §139-d, by submitting its bid each bidder and each person signing on behalf of any other bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief:

1. The prices of this bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

In the event that the bidder is unable to certify as stated above, the bidder shall provide a signed statement which sets forth in detail the reasons why the bidder is unable to furnish the certificate as required in accordance with State Finance law Section 139-d(1)(b).

5.20 Encouraging Use of New York State Subcontractors and Suppliers:

In an ongoing effort to use New York State (NYS) businesses, DOCCS encourages bidders to partner with NYS subcontractors and/or suppliers. For this solicitation, bidders should identify the NYS businesses that they plan to use if awarded the contract resulting from this solicitation by completing the form entitled *Encouraging Use of New York State Businesses in Contract Performance* (Attachment F).

If known, please identify the businesses and attach the requested information. Return the completed form with your proposal. If you do not plan to partner with a NYS business, please indicate this on the form and return it with your proposal.

ATTACHMENT A

STANDARD CLAUSES FOR NYS CONTRACTS (APPENDIX A)

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.

January 2014

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds $50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed $85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of

any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds $5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00,

whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over $25,000.00 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. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. <u>CONFLICTING TERMS</u>. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. <u>GOVERNING LAW</u>. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. <u>LATE PAYMENT</u>. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. <u>NO ARBITRATION</u>. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. <u>SERVICE OF PROCESS</u>. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. <u>PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS</u>. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than $1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded

the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.
To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. **IRAN DIVESTMENT ACT**. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at:
http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

ATTACHMENT B

SAMPLE TRANSCRIPTS

NYS DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION

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Parole Board Interview

In The Matter of

John Doe

NYSID#0000012Y

DIN#00W0001

****

TYPE OF INTERVIEW:	Initial
LOCATION:	Gouverneur Correctional Facility Video-conferenced to: NYS Department of Corrections and Community Supervision 333 East Washington Street Syracuse, New York 13202
DATE:	October 21, 2015
BEFORE:	COMMISSIONER W. SMITH COMMISSIONER ELOVICH COMMISSIONER COPPOLA
ALSO PRESENT:	JOAN MASON, Supervising Offender Rehabilitation Coordinator HOWARD HOOPER, Supervision Offender Rehabilitation Coordinator
AT GOUVERNEUR:	RICHARD HEFFRON, Offender Rehabilitation Coordinator STEVEN PETRAS, Offender Rehabilitation Coordinator John Doe, Inmate
HEARING REPORTER:	Lisa Lisa Hearing Reporter

Doe, John NYSID#0000012Y/DIN#00W0001

(After due deliberation by the Parole Board panel, the following Decision was rendered:)

D E C I S I O N

Parole denied. Hold 24 months. Next appearance June 2014

Following careful review and deliberation of your record and the interview, this panel concludes that discretionary release is not presently warranted due to concern for the public safety and welfare. The following factors were properly weighed and considered. Your instant offense in Brooklyn involved your fatal shooting of a male victim. Your criminal history includes rape and attempted robbery-related offense. Your institutional programming indicates progress and achievement which is noted to your credit. Your disciplinary record appears clean and is likewise noted. Required statutory factors have been considered including your risk to the community, rehabilitation efforts, and your needs for successful community re-entry. Your discretionary release at this time would thus not be compatible with the welfare of society at large and would tend to deprecate the seriousness of the instant offenses and undermine respect for the law.

(All commissioners concur.)

Name of Company
Address, City, State & Zip
Telephone number including Area Code

Doe, John NYSID#0000012Y/DIN#00W0001

CERTIFICATION

I, Lisa Lisa, Court Reporter and Notary Public in and for the State of New York, do hereby certify that I attended the foregoing proceedings, took stenographic notes of the same, that the foregoing, consisting of (number of pages) pages, is a true and correct copy of same and the whole thereof.

Dated: October 29, 2015

Lisa Lisa,

_____

Lisa Lisa, Court Reporter

Name of Company
Address, City, State & Zip
Telephone number including Area Code

NYS DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION

****

Parole Board Interview

In The Matter of

John Doe

NYSID#0000012Y

DIN#00W0001

****

TYPE OF INTERVIEW:	Initial Or Earlier
LOCATION:	Collins Correctional Facility Video-conferenced to: Buffalo Area Office 460 Main Street Buffalo, NY 14202
DATE:	October 21, 2015
BEFORE:	COMMISSIONER W. SMITH COMMISSIONER ELOVICH COMMISSIONER COPPOLA
ALSO PRESENT:	JOAN MASON, Supervising Offender Rehabilitation Coordinator HOWARD HOOPER, Supervision Offender Rehabilitation Coordinator
AT BUFFALO:	RICHARD HEFFRON, Offender Rehabilitation Coordinator STEVEN PETRAS, Offender Rehabilitation Coordinator John Doe, Inmate
HEARING REPORTER:	Lisa Lisa Hearing Reporter

Doe, John NYSID#0000012Y/DIN#00W0001

(After due deliberation by the Parole Board panel, the following Decision was rendered:)

D E C I S I O N

Postponed 6 months OE. Next appearance 12-2015 OE. Postponed six months or earlier at inmate's request due to Article 78 Pending.

(All commissioners concur.)

Name of Company
Address, City, State & Zip
Telephone number including Area Code

Doe, John NYSID#0000012Y/DIN#00W0001

CERTIFICATION

I, Lisa Lisa, Court Reporter and Notary Public in and for the State of New York, do hereby certify that I attended the foregoing proceedings, took stenographic notes of the same, that the foregoing, consisting of (number of pages) pages, is a true and correct copy of same and the whole thereof.

Dated: October 29, 2015

Lisa Lisa,

_____

Lisa Lisa, Court Reporter

Name of Company
Address, City, State & Zip
Telephone number including Area Code

NYS DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION

****

In The Matter of

John Doe

DIN#00W0001

NYSID#0000012Y

WARRANT#0000123

INSTITUTION: Green Haven C.F.

****

LOCATION:	Rikers Island Judicial Center East Elmhurst, New York
TYPE OF INTERVIEW:	Final Hearing
DATE:	October 21, 2015
BEFORE:	GERALD HAMILL, Administrative Law Judge
APPEARANCES:	BROWN, Parole Revocation Specialist Bronx II Area Office
	BOB EVANS, Attorney for Parolee Legal Aid Society
	JOHN DOE, Parolee
HEARING REPORTER:	LISA LISA Hearing Reporter

Name of Company
Address, City, State & Zip
Telephone number including Area Code

Doe, John NYSID#0000012Y/DIN#00W0001

CERTIFICATION

I, Lisa Lisa, Court Reporter and Notary Public in and for the State of New York, do hereby certify that I attended the foregoing proceedings, took stenographic notes of the same, that the foregoing, consisting of (number of pages) pages, is a true and correct copy of same and the whole thereof.

Dated: October 29, 2015

Lisa Lisa,

_____

Lisa Lisa, Court Reporter

Name of Company
Address, City, State & Zip
Telephone number including Area Code

ATTACHMENT C

COST SHEET

NYS Department of Corrections and Community Supervision
IFB 2016-01 Hearing Reporter & Transcription Services

ATTACHMENT C
COST SHEET

Bidder's Name: _____

Catchment Area 1	Price Per Page	Estimated Pages	Total
$/page (10-day)	$_____	x 45,000	$ _____
$/page (3-day)	$_____	x 2,500	$ _____
		Annual Grand Total Catchment Area 1	$ _____

Catchment Area 2	Price Per Page	Estimated Pages	Total
$/page (10-day)	$_____	x 40,000	$ _____
$/page (3-day)	$_____	x 2,500	$ _____
		Annual Grand Total Catchment Area 2	$ _____

Catchment Area 3	Price Per Page	Estimated Pages	Total
$/page (10-day)	$_____	x 15,000	$ _____
$/page (3-day)	$_____	x 2,500	$ _____
		Annual Grand Total Catchment Area 3	$ _____

Catchment Area 4	Price Per Page	Estimated Pages	Total
$/page (10-day)	$_____	x 35,000	$ _____
$/page (3-day)	$_____	x 2,500	$ _____
		Annual Grand Total Catchment Area 4	$ _____

Note: DOCCS does not guarntee the number of pages per Catchment Area.

NYS Department of Corrections and Community Supervision
IFB 2016-01 Hearing Reporter & Transcription Services

ATTACHMENT C
COST SHEET

Bidder's Name: _____

Catchment Area 5	Price Per Page	Estimated Pages	Total
$/page (10-day)	$_____	x 25,000	$ _____
$/page (3-day)	$_____	x 2,500	$ _____
		Annual Grand Total Catchment Area 5	$ _____

Catchment Area 6	Price Per Page	Estimated Pages	Total
$/page (10-day)	$_____	x 40,000	$ _____
$/page (3-day)	$_____	x 2,500	$ _____
		Annual Grand Total Catchment Area 6	$ _____

Catchment Area 7	Price Per Page	Estimated Pages	Total
$/page (10-day)	$_____	x 75,000	$ _____
$/page (3-day)	$_____	x 5,000	$ _____
		Annual Grand Total Catchment Area 7	$ _____

Catchment Area 8	Price Per Page	Estimated Pages	Total
$/page (10-day)	$_____	x 15,000	$ _____
$/page (3-day)	$_____	x 2,500	$ _____
		Annual Grand Total Catchment Area 8	$ _____

Note: DOCCS does not guarntee the number of pages per Catchment Area.

NYS Department of Corrections and Community Supervision
IFB 2016-01 Hearing Reporter & Transcription Services

ATTACHMENT C
COST SHEET

Bidder's Name: _____

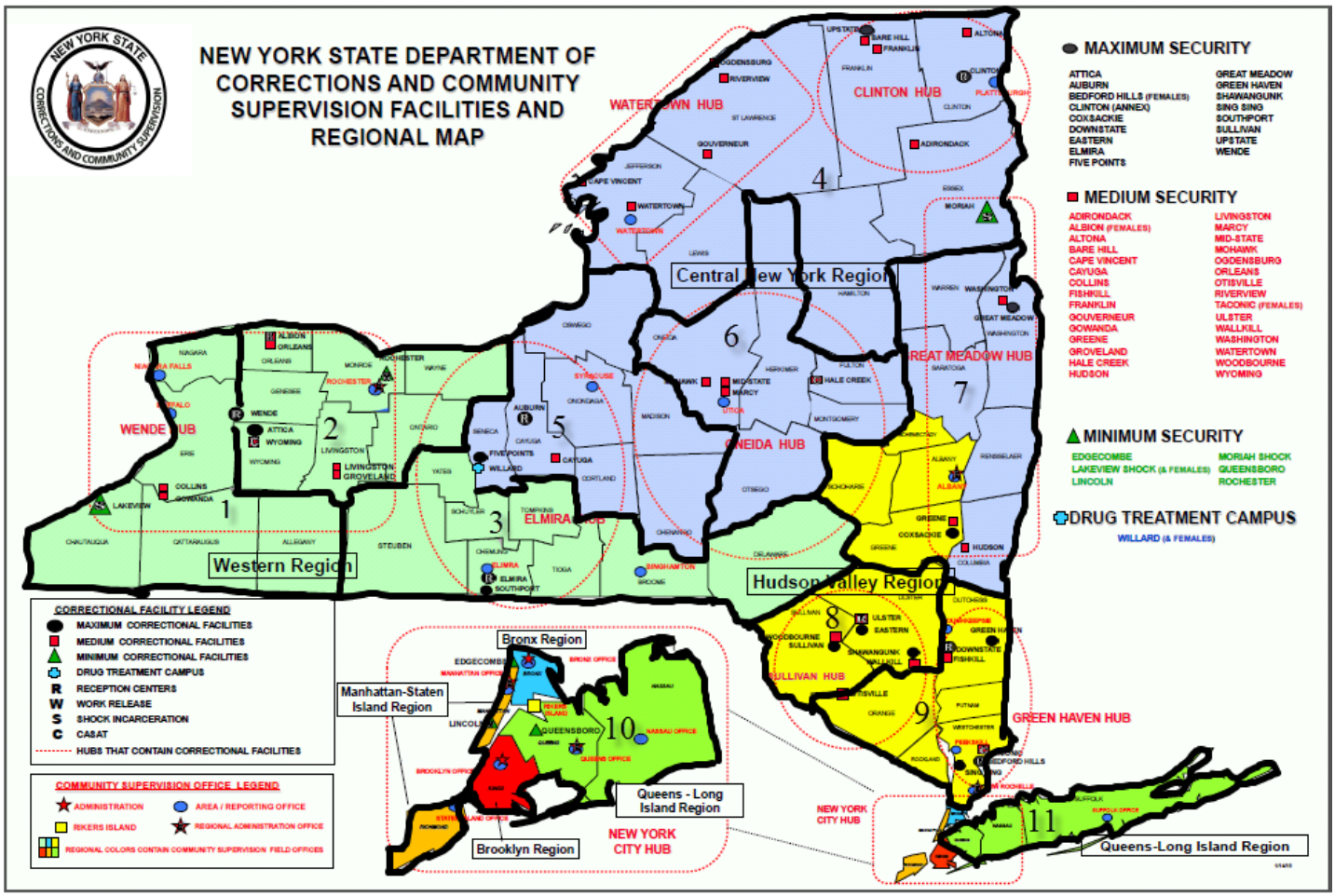
Catchment Area 9	Price Per Page	Estimated Pages	Total
$/page (10-day)	$_____	x 10,000	$ _____
$/page (3-day)	$_____	x 2,500	$ _____
		Annual Grand Total Catchment Area 9	$ _____

Catchment Area 11	Price Per Page	Estimated Pages	Total
$/page (10-day)	$_____	x 20,000	$ _____
$/page (3-day)	$_____	x 2,500	$ _____
		Annual Grand Total Catchment Area 11	$ _____

Note: DOCCS does not guarntee the number of pages per Catchment Area.

ATTACHMENT D

CATCHMENT AREA MAP


NEW YORK STATE DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION FACILITIES AND REGIONAL MAP
MAXIMUM SECURITY
ATTICA
AUBURN
BEDFORD HILLS (FEMALES)
CLINTON (ANNEX)
COXSACKIE
DOWNSTATE
EASTERN
ELMIRA
FIVE POINTS
GREAT MEADOW
GREEN HAVEN
SHAWANGUNK
SING SING
SOUTHPORT
SULLIVAN
UPSTATE
WENDE
MEDIUM SECURITY
ADIRONDACK
ALBION (FEMALES)
ALTONA
BARE HILL
CAPE VINCENT
CAYUGA
COLLINS
FISHKILL
FRANKLIN
GOUVERNEUR
GOWANDA
GREENE
GROVELAND
HALE CREEK
HUDSON
LIVINGSTON
MARCY
MID-STATE
MOHAWK
OGDENSBURG
ORLEANS
OTISVILLE
RIVERVIEW
TACONIC (FEMALES)
ULSTER
WALLKILL
WASHINGTON
WATERTOWN
WOODBOURNE
WYOMING
MINIMUM SECURITY
EDGECOMBE
LAKEVIEW SHOCK (& FEMALES)
LINCOLN
MORIAH SHOCK
QUEENSBORO
ROCHESTER
DRUG TREATMENT CAMPUS
WILLARD (& FEMALES)
WATERTOWN HUB
CLINTON HUB
WENDE HUB
ONEIDA HUB
GREAT MEADOW HUB
ELMIRA HUB
SULLIVAN HUB
GREEN HAVEN HUB
NEW YORK CITY HUB
Central New York Region
Western Region
Hudson Valley Region
Bronx Region
Manhattan-Staten Island Region
Queens - Long Island Region
Brooklyn Region
Queens-Long Island Region
CORRECTIONAL FACILITY LEGEND
MAXIMUM CORRECTIONAL FACILITIES
MEDIUM CORRECTIONAL FACILITIES
MINIMUM CORRECTIONAL FACILITIES
DRUG TREATMENT CAMPUS
R RECEPTION CENTERS
W WORK RELEASE
S SHOCK INCARCERATION
C CASAT
HUBS THAT CONTAIN CORRECTIONAL FACILITIES
COMMUNITY SUPERVISION OFFICE LEGEND
ADMINISTRATION
AREA / REPORTING OFFICE
RIKERS ISLAND
REGIONAL ADMINISTRATION OFFICE
REGIONAL COLORS CONTAIN COMMUNETY SUPERVISION FIELD OFFICES

ATTACHMENT E

FACILITY LISTINGS
COUNTY JAIL LISTINGS
AREA OFFICE LISTINGS

NYS Department of Corrections and Community Supervision
IFB 2016-01 Hearing Reporter and Transcription Services
Attachment E
Board Interview Facilities Listing

CATCHMENT AREA	COUNTY	BOARD SCHEDULE	FACILITY	ADDRESS 1	CITY/STATE/ZIP	PHONE #	SECURITY	MALE/ FEMALE
1	Chautauqua	Video to Buffalo	Lakeview Shock Incarceration C. F.	9300 Lake Avenue	Brocton, New York 14716	(716) 792-7100	Minimum	Male/Female
1	Erie	Video to Buffalo	Collins Correctional Facility	Middle Road	Collins, New York 14034-0490	(716) 532-4588	Medium	Male
1	Erie	Video to Buffalo	Gowanda Correctional Facility	South Road	Gowanda, New York 14070-0350	(716) 532-0177	Medium	Male
1	Erie	Video to Roch.	Wende Correctional Facility	3040 Wende Road	Alden, New York 14004	(716) 937-4000	Maximum	Male
2	Livingston	Video to Roch.	Groveland Correctional Facility	7000 Sonyea Road	Sonyea, New York 14556-0050	(585) 658-2871	Medium	Male
2	Livingston	Video to Roch.	Livingston Correctional Facility	7005 Sonyea Road	Sonyea, New York 14556-0049	(585) 658-3710	Medium	Male
2	Monroe	Video to Roch. A/O	Rochester Correctional Facility	470 Ford Street	Rochester, New York 14608-2499	(585) 454-2280	Minimum	Male
2	Orleans	Video to Buffalo	Albion Correctional Facility	3595 State School Road	Albion, New York 14411-9399	(585) 589-5511	Medium	Female
2	Orleans	Video to Buffalo	Orleans Correctional Facility	3595 Gaines Basin Road	Albion, New York 14411	(585) 589-6820	Medium	Male
2	Wyoming	Video to Roch.	Attica Correctional Facility	639 Exchange St	Attica, New York 14011-0149	(585) 591-2000	Maximum	Male
2	Wyoming	Video to Roch.	Wyoming Correctional Facility	3203 Dunbar Road	Attica, New York 14011-0501	(585) 591-1010	Medium	Male
3	Chemung	Video to Syracuse	Elmira Correctional Facility	1879 Davis St	Elmira, New York 14901-0500	(607) 734-3901	Maximum	Male
3	Chemung	Video to Syracuse	Southport Correctional Facility	236 Bob Masia Drive	Pine City, New York 14871-2000	(607) 737-0850	Maximum	Male
4	Clinton	Video to Albany	Altona Correctional Facility	555 Devils Den Road	Altona, New York 12910-2090	(518) 236-7841	Medium	Male
4	Clinton	Video to Albany	Clinton Correctional Facility	1156 Rt. 374	Dannemora, New York 12929-2000	(518) 492-2511	Maximum	Male
4	Essex	Video to Albany	Adirondack Correctional Facility	196 Ray Brook Road	Ray Brook, New York 12977-0110	(518) 891-1343	Medium	Male
4	Franklin	Video to Albany	Bare Hill Correctional Facility	181 Brand Rd.	Malone, New York 12953-0020	(518) 483-8411	Medium	Male
4	Franklin	Video to Albany	Franklin Correctional Facility	62 Bare Hill Road	Malone, New York 12953-0010	(518) 483-6040	Medium	Male
4	Franklin	Video to Albany	Upstate Correctional Facility	309 Bare Hill Road	Malone, New York 12953	(518) 483-6997	Maximum	Male
4	Jefferson	Video to Syracuse	Cape Vincent Correctional Facility	36560 State Route 12E	Cape Vincent, New York 13618-0599	(315) 654-4100	Medium	Male
4	Jefferson	Video to Syracuse	Watertown Correctional Facility	23147 Swan Road	Watertown, New York 13601-9340	(315) 782-7490	Medium	Male
4	St. Lawrence	Video to Syracuse	Gouverneur Correctional Facility	112 Scotch Settlement Road	Gouverneur, New York 13642-0370	(315) 287-7351	Medium	Male
4	St. Lawrence	Video to Syracuse	Ogdensburg Correctional Facility	One Correction Way	Ogdensburg, New York 13669	(315) 393-0281	Medium	Male
4	St. Lawrence	Video to Syracuse	Riverview Correctional Facility	1110 Tibbits Drive	Ogdensburg, New York 13669-0158	(315) 393-8400	Medium	Male
5	Cayuga	Video to Syracuse	Auburn Correctional Facility	135 State Street	Auburn, New York 13024-9000	(315) 253-8401	Maximum	Male
5	Cayuga	Video to Syracuse	Cayuga Correctional Facility	2202 State Route 38A	Moravia, New York 13118-1150	(315) 497-1110	Medium	Male
5	Seneca	Video to Roch.	Five Points Correctional Facility	6600 State Route 96	Romulus, New York 14541	(607) 869-5111	Maximum	Male

NYS Department of Corrections and Community Supervision
IFB 2016-01 Hearing Reporter and Transcription Services
Attachment E
Board Interview Facilities Listing

CATCHMENT AREA	COUNTY	BOARD SCHEDULE	FACILITY	ADDRESS 1	CITY/STATE/ZIP	PHONE #	SECURITY	MALE/ FEMALE
6	Fulton	Video to Albany	Hale Creek ASACTC	279 Maloney Road	Johnstown, New York 12095	(518) 736-2094	Medium	Male
6	Oneida	Facility	Central NY Psychiatric Center	PO Box 300	March, New York 13403-0300	(315) 765-3600	Maximum	Male/Female
6	Oneida	Facility	Marcy Correctional Facility	9000 Old River Road	Marcy, New York 13403-5000	(315) 768-1400	Medium	Male
6	Oneida	Facility	Mid-State Correctional Facility	9005 Old River Road	Marcy, New York 13403-0216	(315) 768-8581	Medium	Male
6	Oneida	Video to Syracuse	Mohawk Correctional Facility	6514 Rt. 26	Rome, New York 13440	(315) 339-5232	Medium	Male
7	Columbia	Video to Albany	Hudson Correctional Facility	50 East Court Street	Hudson, New York 12534-0576	(518) 828-4311	Medium	Male
7	Greene	Video to Albany	Coxsackie Correctional Facility	11260 Route 9W	Coxsackie, New York 12051-0200	(518) 731-2781	Maximum	Male
7	Greene	Video to Albany	Greene Correctional Facility	165 Plank Road	Coxsackie, New York 12051-0008	(518) 731-2741	Medium	Male
7	Washington	Video to Albany	Great Meadow Correctional Facility	11739 State Route 22	Comstock, New York 12821-0051	(518) 639-5516	Maximum	Male
7	Washington	Video to Albany	Washington Correctional Facility	72 Lock Eleven Lane	Comstock, New York 12821-0180	(518) 639-4486	Medium	Male
8	Sullivan	Video to Poughkeepsie	Sullivan Correctional Facility	325 Riverside Drive	Fallsburg, New York 12733-0116	(845) 434-2080	Maximum	Male
8	Sullivan	Video to Poughkeepsie	Woodbourne Correctional Facility	99 Prison Road	Woodbourne, New York 12788-1000	(845) 434-7730	Medium	Male
8	Ulster	Video to Poughkeepsie	Eastern NY Correctional Facility	30 Institution Rd	Napanoch, New York 12458-0338	(845) 647-7400	Maximum	Male
8	Ulster	Video to Poughkeepsie	Shawangunk Correctional Facility	200 Quick Road	Wallkill, New York 12589-0750	(845) 895-2081	Maximum	Male
8	Ulster	Video to Poughkeepsie	Ulster Correctional Facility	750 Berme Road	Napanoch, New York 12458-0800	(845) 647-1670	Medium	Male
8	Ulster	Video to Poughkeepsie	Wallkill Correctional Facility	50 McKendrick Road	Wallkill, New York 12589	(845) 895-2021	Medium	Male
9	Dutchess	Facility	Downstate Correctional Facility	121 Red Schoolhouse Rd	Fishkill, New York 12524-0445	(845) 831-6600	Maximum	Male
9	Dutchess	Facility	Fishkill Correctional Facility	18 Strack Drive	Beacon, New York 12508	(845) 831-4800	Medium	Male
9	Dutchess	Video to Poughkeepsie	Green Haven Correctional Facility	594 Rt. 216	Stormville, New York 12582-0010	(845) 221-2711	Maximum	Male
9	Orange	Video to Poughkeepsie	Otisville Correctional Facility	57 Sanitorium Road	Otisville, New York 10963-0008	(845) 386-1490	Medium	Male
9	Orange	Facility	Otisville Federal Prison	Two Mile Drive	Otisville, New York 10963-0008	(845) 386-6700	Medium	Male
9	Westchester	Video to NYC	Bedford Hills Correctional Facility	247 Harris Road	Bedford Hills, New York 10507-2400	(914) 241-3100	Maximum	Female
9	Westchester	Video to NYC	Sing Sing Correctional Facility	354 Hunter Street	Ossining, New York 10562-5442	(914) 941-0108	Maximum	Male
9	Westchester	Video to NYC	Taconic Correctional Facility	250 Harris Road	Bedford Hills, New York 10507	(914) 241-3010	Medium	Female
10	New York	Video to NYC	Bayview Correctional Facility	550 West 20th Street	New York, New York 10011-2678	(212) 255-7590	Medium	Female
10	New York	Video to NYC	Lincoln Correctional Facility	31-33 West 110th Street	New York, New York 10026-4398	(New York	Minimum	Male

NYS Department of Corrections and Community Supervision
IFB 2016-01 Hearing Reporter Transcription Services
ATTACHMENT E
COUNTY JAIL LISTING

CATCHMENT AREA	COUNTY JAIL	ADDRESS	CITY/STATE/ZIP	PHONE #
1	Allegany County Jail	4884 State Route 19	Belmont, NY 14813	(585) 268-9803
1	Cattaraugus County Jail	301 Court Street	Little Valley, NY 14755	(716) 938-9194
1	Chautauqua County Jail	15 East Chautauqua Avenue	Mayville, NY 14757	(716) 753-4910
1	Erie County Correctional Facility	11581 Walden Avenue	Alden, NY 14004	(716) 937-9101
1	Erie County Jail Management Division	40 Delaware Avenue	Buffalo, NY 14202	(716) 858-7022
1	Niagara County Jail	5526 Niagara Street Ext.	Lockport, NY 14095	(716) 438-3345
2	Genesee County Jail	14 West Main Street	Batavia, NY 14020	(585) 343-0838
2	Livingston County Jail	4 Court Street	Geneseo, NY 14454	(585) 243-7180
2	Monroe County Jail	130 Plymouth Avenue	South Rochester, NY 14614	(585) 428-5243
2	Ontario County Jail	3045 County Complex Drive	Canandaigua, NY 14424	(585) 396-1800
2	Orleans County Jail	26 Platt Street	Albion, NY 14411	(585) 589-4310
2	Wayne County Jail	7368 Route 31	Lyons, NY 14489	(315) 946-5801
2	Wyoming County Jail	151 North Main Street	Warsaw, NY 14569	(585) 786-8808
3	Broome County Public Safety Facility	155 Lt. Van Winkle Drive	Binghamton, NY 13905	(607) 778-8865
3	Chemung County Jail	211 Williams Street	Elmira, NY 14901	(607) 737-2082
3	Delaware County Jail	280 Phoebe Lane, Suite 1	Delhi, NY 13753	(607) 746-2336
3	Schuyler County Jail	106 Tenth Street	Watkins Glen, NY 14891	(607) 535-8222
3	Steuben County Jail	7007 Rumsey Street Ext.	Bath, NY 14810	(607) 622-3906
3	Tioga County Jail	103 Corporate Drive	Owego, NY 13827	(607) 687-1010
3	Tompkins County Jail	779 Warren Road	Ithaca, NY 14850	(607) 257-5316
3	Yates County Jail	227 Main Street	Penn Yan, NY 14527	(315) 536-5175
4	Clinton County Jail	25 McCarthy Drive	Plattsburgh, NY 12901	(518) 565-4300
4	Essex County Jail	702 Stowersville Road	Lewis, NY 12950	(518) 873-6913
4	Franklin County Jail	45 Bare Hill Road	Malone, NY 12953	(518) 483-6795
4	Hamilton County Jail	South Shore Road	Lake Pleasant, NY 12108	(518) 548-3113
4	Jefferson County Jail	753 Waterman Drive	Watertown, NY 13601	(315) 786-2664
4	Lewis County Jail	Outer Stowe Street	Lowville, NY 13367	(315) 376-3511
4	Saint Lawrence County Correctional Facility	17 Commerce Lane	Canton, NY 13617	(315) 379-2367
5	Cayuga County Jail	7445 County House Road	Auburn, NY 13021-8297	(315) 253-2911
5	Chenango County Jail	279 Country Road 46	Norwich, NY 13815	(607) 334-2000

NYS Department of Corrections and Community Supervision
IFB 2016-01 Hearing Reporter Transcription Services
ATTACHMENT E
COUNTY JAIL LISTING

5	Cortland County Jail	54 Greenbush Street	Cortland, NY 13045	(607) 756-4275
5	Madison County Jail	North Court Street	Wampsville, NY 13163	(315) 366-2289
5	Onondaga County Department of Correction	Box 143	Jamesville, NY 13078	(315) 435-5581 x243
5	Onondaga County Justice Center	555 South State Street	Syracuse, NY 13202	(315) 435-1770
5	Oswego County Corrections	39 Churchill Road	Oswego, NY 13126	(315) 349-3300
5	Seneca County Jail	6150 Route 96	Romulus, NY 14541	(315) 220-3465
6	Fulton County Jail	2710 State Highway 29	Johnstown, NY 12095	(518) 736-2198
6	Herkimer County Jail	320 North Main Street	Herkimer, NY 13350-1949	(315) 867-1252
6	Montgomery County Jail	200 Clerk Drive	Fultonville, NY 12072	(518) 853-5555
6	Oneida County Jail	6075 Judd Road	Oriskany, NY 13424	(315) 765-2242
6	Otsego County Correctional Facility	172 County Highway 33 West	Cooperstown, NY 13326	(607) 547-1611
7	Albany County Correctional Facility	840 Albany Shaker Road	Albany, NY 12211	(518) 869-2724
7	Columbia County Jail	85 Industrial Tract Road	Hudson, NY 12534	(518) 828-3324 x232
7	Greene County Jail	80 Bridge Street	Catskill, NY 12414	(518) 943-3527 x16
7	Rensselaer County Jail	4000 Main Street	Troy, NY 12180	(518) 270-5448
7	Saratoga County Correctional Facility	6010 County Farm Road	Ballston Spa, NY 12020	(518) 885-2480
7	Schenectady County Correctional Facility	320 Veeder Avenue	Schenectady, NY 12307	(518) 388-4586
7	Schoharie County Jail	Depot Lane	Schoharie, NY 12157	(518) 295-7071
7	Warren County Jail	1400 State Route 9	Lake George, NY 12845	(518) 743-2500
7	Washington County Jail	399 Broadway	Ft. Edward, NY 12828	(518) 746-2476
8	Sullivan County Jail	2 Bushnell Avenue	Monticello, NY 12701	(845) 794-7102
8	Ulster County Jail	61 Golden Hill Drive	Kingston, NY 12401	(845) 340-7494
9	Dutchess County Jail	150 North Hamilton Street	Poughkeepsie, NY 12601	(845) 486-3900
9	Orange County Jail	110 Wells Farm Road	Goshen, NY 10924	(845) 291-7720
9	Putnam County Correctional Facility	3 County Center	Carmel, NY 10512	(845) 225-5255
9	Rockland County Correctional Facility	53 New Hempstead Road	New City, NY 10956	(845) 638-5620
9	Westchester County Department of Correction	P.O. Box 389, Headquarters Bldg.	Valhalla, NY 10595	(914) 231-1054
10	New York City Department of Correction	75-20 Astoria Blvd	E. Elmhurst, NY 11370	(718) 546-1500
11	Nassau County Correctional Center	100 Carman Avenue	East Meadow, NY 11554	(516) 572-4100
11	Suffolk County Jail	100 Center Drive	Riverhead, NY 11901	(631) 852-2200

NYS Department of Corrections and Community Supervision
IFB 2016-01 Hearing Reporter Transcription Services
ATTACHMENT E
AREA OFFICE LISTING

CATCHMENT AREA	LOCATION	ADDRESS	CITY/STATE/ZIP	PHONE #
1	Buffalo Area Office	460 Main Street	Buffalo, NY 14202	(716) 847-3481
1	Niagara Area Office	444 Third Street	Niagara Falls, NY 14301	(716) 285-5342
2	Rochester Area Office	350 South Avenue	Rochester, NY 14620	(585) 232-5464
3	Binghamton Area Office	44 Hawley Street	Binghamton, NY 13901	(607) 721-8523
3	Elmira Area Office	100 W. Chemung Place	Elmira, NY 14904	(607) 734-6667
4	Plattsburg Area Office	41 Veterans Lane	Plattsburgh, NY 12901	(518) 562-8132
4	Watertown Area Office	317 Washington Street, 6th Fl	Watertown, NY 13601	(315) 779-3000
5	Syracuse Area Office	333 E. Washington Street	Syracuse, NY 13202	(315) 428-4093
6	Utica Area Office	207 Genesee Street	Utica, NY 13501	(315) 793-2572
7	Albany Area Office	10 N. Russell Road	Albany, NY 12206	(518) 459-7164
7	Central Office	10 N. Russell Road	Albany, NY 12206	(518) 459-7164
7	Northeast Area Office	10 N. Russell Road	Albany, NY 12206	(518) 459-7518
9	Peekskill Area Office	201 S. James Street	Peekskill, NY 10566	(914) 734-4270
9	Poughkeepsie Area Office	20 Manchester Road	Poughkeepsie, NY 12603	(845) 452-0620
10	Bronx I	82 Lincoln Avenue	Bronx, NY 10454	(718) 292-4642
10	Bronx II	14 Bruckner Boulevard	Bronx, NY 10454	(718) 292-7494
10	Bronx III	79 Alexander Avenue	Bronx, NY 10454	(718) 402-3121
10	Bronx IV	14 Bruckner Boulevard	Bronx, NY 10454	(718) 292-2160
10	Bronx V	26 Bruckner Boulevard	Bronx, NY 10454	(718) 402-7352
10	Brooklyn I	340 Livingston Street	Brooklyn, NY 11217	(718) 422-1420
10	Brooklyn II	314 W. 40th Street	New York, NY 10018	(212) 239-5736
10	Brooklyn III	92-36 Merrick Blvd	Jamaica, NY 11433	(718) 558-5265
10	Brooklyn IV	314 W. 40th Street	New York, NY 0018	(212) 239-5767
10	Brooklyn V	92-36 Merrick Blvd	Jamaica, NY 11433	(718) 558-7048
10	Manhattan I	119 W. 31st Street	New York, NY 10001	(212) 736-8911
10	Manhattan II	314 W. 40th Street	New York, NY 10018	(212) 239-6142
10	Manhattan III	314 W. 40th Street	New York, NY 10018	(212) 239-6355
10	Manhattan IV	314 W. 40th Street	New York, NY 10018	(212) 239-6052
10	Manhattan V	119 W. 31st Street	New York, NY 10001	(212) 739-9740

NYS Department of Corrections and Community Supervision
IFB 2016-01 Hearing Reporter Transcription Services
ATTACHMENT E
AREA OFFICE LISTING

CATCHMENT AREA	LOCATION	ADDRESS	CITY/STATE/ZIP	PHONE #
10	Manhattan VI	314 W. 40th Street	New York, NY 10001	(212) 239-6050
10	Queens I	92-36 Merrick Blvd	Jamaica, NY 11433	(718) 558-5214
10	Queens II	92-36 Merrick Blvd	Jamaica, NY 11433	(718) 558-5180
10	Queens III	92-36 Merrick Blvd	Jamaica, NY 11433	(718) 558-5250
10	Rikers Island	16-06 Hazen Street	East Elmhurst, NY 11370	(718) 546-5891
10	Staten Island	146 Bay Street	Staten Island, NY 10301	(718) 876-5530
11	Central Long Island	81 Executive Blvd.	Farmingdale, NY 11735	(631) 420-5110
11	Nassau	250 Fulton Avenue	Hemptead, NY 11550	(516) 485-2660
11	Suffolk	550 Johnson Avenue	Bohemia, NY 11716	(631) 218-5670

ATTACHMENT F

LEGAL FORMS

- **PROCUREMENT LOBBYING CERTIFICATION**
- **Vendor Responsibility Checklist**
- **ST-220TD & CA Tax Certification**
- **Certificate of Worker's Compensation Insurance**
- **Encouraging Use of NYS Businesses**
- **Non-Disclosure Requirements**

PROCUREMENT LOBBYING CERTIFICATION

By signing, the offerer/bidder affirms that it understands and agrees to comply with the NYS Office of General Services (OGS) procedures relative to permissible contacts, as required by State Finance Law §139-j and §139-k.

Procurement Lobbying information can be accessed at:

http://www.ogs.ny.gov/aboutogs/regulations/advisoryCouncil/sfl139-j.htm and
http://www.ogs.ny.gov/aboutogs/regulations/advisoryCouncil/sfl139-k.htm

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

By: _____ Date:_____

Name: _____ Title: _____

Contractor Name: _____

Contractor Address: _____

_____

_____

Prior Non-Responsibility Determinations – State Finance Law §139-k

1. Has any Government Entity made a finding of non-responsibility against this organization/company? **No** **Yes**
2. If yes, was the basis for the finding of non-responsibility due to a violation of SFL§139-j or due to the intentional provision of false or incomplete information to a Government Entity? **No** **Yes**
3. Has any Government Entity terminated or withheld a procurement contract with this organization/company due to the intentional provision of false or incomplete information? **No** **Yes**

If yes to any of the above questions, provide complete details on a separate page and attach.

Offerer Certification:

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

By: _____ Date:_____

Name: _____ Title: _____

Procurement Lobbying Termination

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

VendRep System Checklist - Steps to Start & Effectively Use the VendRep System

Use this checklist to ensure that you complete all required steps to enroll a Business Entity with the Office of the State Comptroller (OSC) Online Services AND complete and certify a vendor responsibility questionnaire. It is suggested that you print this checklist. For detailed instructions, view the online training modules at http://www.osc.state.ny.us/vendrep/vrsystem_vendor_support.htm#vtraining.

Description	Complete
Step 1. Enroll in the OSC Online Services Go to https://portal.osc.state.ny.us/wps/portal and click "Enroll Now." To enroll in OSC Online Services you will need: • Business Entity Legal Business Name, address, and telephone number • Taxpayer ID Number	☐
Step 2. Submit Business Account Authorization Form The Business Account Authorization Form must be COMPLETED, NOTARIZED and SUBMITTED to OSC by fax, e-mail, or mail. If you do not print or save the form during enrollment, the form can be found at: http://www.osc.state.ny.us/portal/forms/aaform.pdf	☐
STOP **Within a reasonably brief period after OSC's receipt of the Business Account Authorization Form, you will receive two e-mails from OSC providing instructions for secure access to the New York State VendRep System. The following steps CAN NOT be completed until the emails are received.**	STOP
Step 3. Create User Password Follow the instructions and link provided in the email to create a password.	☐
Step 4. Create Additional Users and Assign VendRep Roles To complete and certify a Vendor Responsibility Questionnaire, your users, collectively, must have the Administrator, Contributor, and Certifier role assigned. At your discretion, you may determine to assign these roles to one user or different users. How do I add users and roles? Access the link below for more information: http://www.osc.state.ny.us/vendrep/vrsystem_vendor_support.htm#vtraining	☐
Step 5. Log into the VendRep System and complete Basic Vendor Data https://portal.osc.state.ny.us/wps/portal **Note:** The user completing Basic Vendor Data must have the "Administrator" role. This information determines the type of Vendor Responsibility Questionnaire that is provided to the entity to complete.	☐
Step 6. Complete a Vendor Responsibility Questionnaire **Note:** The user completing the Vendor Responsibility Questionnaire must have a "Contributor" role. All questions in the questionnaire must be responded to. The questionnaire can be accessed from the Summary or Home page.	☐
Step 7. Certify a Vendor Responsibility Questionnaire **Note:** The user certifying a Vendor Responsibility Questionnaire must have a "Certifier" role. All sections of the Vendor Responsibility Questionnaire must have a status of "complete" before the questionnaire can be certified. To certify the Questionnaire a user clicks the "Certify" button at the bottom of the Overview page. ***Only upon certification of the Questionnaire, will state contracting entities be able to view a business entity's information.***	☐

If there are any questions, contact the OSC Help Desk at 518-408-4672, 866-370-4672 or helpdesk@osc.state.ny.us.

New York State Department of Taxation and Finance

Contractor Certification

(Pursuant to Section 5-a of the Tax Law, as amended, effective April 26, 2006)

ST-220-TD

(12/11)

For information, consult Publication 223, *Questions and Answers Concerning Tax Law Section 5-a* (see *Need help?* below).

Contractor name			
Contractor's principal place of business	City	State	ZIP code
Contractor's mailing address *(if different than above)*			
Contractor's federal employer identification number (EIN)	Contractor's sales tax ID number (if different from contractor's EIN)	Contractor's telephone number ( )	
Covered agency or state agency	Contract number or description	Estimated contract value over the full term of contract (but not including renewals) $	
Covered agency address		Covered agency telephone number	

General information

Section 5-a of the Tax Law, as amended, effective April 26, 2006, requires certain contractors awarded certain state contracts valued at more than $100,000 to certify to the Tax Department that they are registered to collect New York State and local sales and compensating use taxes, if they made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000, measured over a specified period. In addition, contractors must certify to the Tax Department that each affiliate and subcontractor exceeding such sales threshold during a specified period is registered to collect New York State and local sales and compensating use taxes. Contractors must also file a Form ST-220-CA, certifying to the procuring state entity that they filed Form ST-220-TD with the Tax Department and that the information contained on Form ST-220-TD is correct and complete as of the date they file Form ST-220-CA.

All sections must be completed including all fields on the top of this page, all sections on page 2, Schedule A on page 3, if applicable, and Individual, Corporation, Partnership, or LLC Acknowledgement on page 4. If you do not complete these areas, the form will be returned to you for completion.

For more detailed information regarding this form and section 5-a of the Tax Law, see Publication 223, *Questions and Answers Concerning Tax Law Section 5-a, (as amended, effective April 26, 2006)*. See *Need help?* for more information on how to obtain this publication.

Note: Form ST-220-TD must be signed by a person authorized to make the certification on behalf of the contractor, and the acknowledgement on page 4 of this form must be completed before a notary public.

Mail completed form to:

NYS TAX DEPARTMENT
DATA ENTRY SECTION
W A HARRIMAN CAMPUS
ALBANY NY 12227

Privacy notification

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 287, 308, 429, 475, 505, 697, 1096, 1142, and 1415 of that Law; and may require disclosure of social security numbers pursuant to 42 USC 405(c)(2)(C)(i).

This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information programs as well as for any other lawful purpose.

Information concerning quarterly wages paid to employees is provided to certain state agencies for purposes of fraud prevention, support enforcement, evaluation of the effectiveness of certain employment and training programs and other purposes authorized by law.

Failure to provide the required information may subject you to civil or criminal penalties, or both, under the Tax Law.

This information is maintained by the Manager of Document Management, NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone (518) 457-5181.

Need help?

Visit our Web site at ***www.tax.ny.gov***

- get information and manage your taxes online
- check for new online services and features

Telephone assistance

Sales Tax Information Center: (518) 485-2889

To order forms and publications: (518) 457-5431

Text Telephone (TTY) Hotline (for persons with hearing and speech disabilities using a TTY): (518) 485-5082

Persons with disabilities: In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, call the information center.

I, _____ , hereby affirm, under penalty of perjury, that I am _____
(name) *(title)*
of the above-named contractor, and that I am authorized to make this certification on behalf of such contractor.

Complete Sections 1, 2, and 3 below. Make **only one** entry in each section.

Section 1 — Contractor registration status

☐ The contractor has made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made. The contractor is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law, and is listed on Schedule A of this certification.

☐ The contractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Section 2 — Affiliate registration status

☐ The contractor does not have any affiliates.

☐ To the best of the contractor's knowledge, the contractor has one or more affiliates having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made, and each affiliate exceeding the $300,000 cumulative sales threshold during such quarters is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed each affiliate exceeding the $300,000 cumulative sales threshold during such quarters on Schedule A of this certification.

☐ To the best of the contractor's knowledge, the contractor has one or more affiliates, and each affiliate has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Section 3 — Subcontractor registration status

☐ The contractor does not have any subcontractors.

☐ To the best of the contractor's knowledge, the contractor has one or more subcontractors having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made, and each subcontractor exceeding the $300,000 cumulative sales threshold during such quarters is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed each subcontractor exceeding the $300,000 cumulative sales threshold during such quarters on Schedule A of this certification.

☐ To the best of the contractor's knowledge, the contractor has one or more subcontractors, and each subcontractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Sworn to this____ day of _____ , 20 _____

_____ _____
(sign before a notary public) *(title)*

Schedule A — Listing of each entity (contractor, affiliate, or subcontractor) exceeding $300,000 cumulative sales threshold

List the contractor, or affiliate, or subcontractor in Schedule A only if such entity exceeded the $300,000 cumulative sales threshold during the specified sales tax quarters. See directions below. For more information, see Publication 223.

A Relationship to Contractor	B Name	C Address	D Federal ID Number	E Sales Tax ID Number	F Registration in progress

Column A – Enter ***C*** in column A if the contractor; ***A*** if an affiliate of the contractor; or ***S*** if a subcontractor.

Column B – Name - If the entity is a corporation or limited liability company, enter the exact legal name as registered with the NY Department of State, if applicable. If the entity is a partnership or sole proprietor, enter the name of the partnership and each partner's given name, or the given name(s) of the owner(s), as applicable. If the entity has a different DBA (doing business as) name, enter that name as well.

Column C – Address - Enter the street address of the entity's principal place of business. Do not enter a PO box.

Column D – ID number - Enter the federal employer identification number (EIN) assigned to the entity. If the entity is an individual, enter the social security number of that person.

Column E – Sales tax ID number - Enter only if different from federal EIN in column D.

Column F – If applicable, enter an X if the entity has submitted Form DTF-17 to the Tax Department but has not received its certificate of authority as of the date of this certification.

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF }
: SS.:
COUNTY OF }

On the ____ day of _____ in the year 20___ , before me personally appeared _____ ,

known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that

_ he resides at _____ ,

Town of _____ ,

County of _____ ,

State of _____; and further that:

[Mark an ***X*** in the appropriate box and complete the accompanying statement.]

☐ (If an individual): _he executed the foregoing instrument in his/her name and on his/her own behalf.

☐ (If a corporation): _he is the _____

of _____ , the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, _he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

☐ (If a partnership): _he is a _____

of _____ , the partnership described in said instrument; that, by the terms of said partnership, _he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.

☐ (If a limited liability company): _he is a duly authorized member of _____ LLC, the limited liability company described in said instrument; that _he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

_____
Notary Public

Registration No. _____

New York State Department of Taxation and Finance

Contractor Certification to Covered Agency

(Pursuant to Section 5-a of the Tax Law, as amended, effective April 26, 2006)

ST-220-CA

(12/11)

For information, consult Publication 223, *Questions and Answers Concerning Tax Law Section 5-a* (see *Need Help?* on back).

Contractor name				*For covered agency use only* *Contract number or description*
Contractor's principal place of business	City	State	ZIP code	
Contractor's mailing address *(if different than above)*				*Estimated contract value over the full term of contract (but not including renewals)* $
Contractor's federal employer identification number (EIN)	Contractor's sales tax ID number (if different from contractor's EIN)			
Contractor's telephone number	Covered agency name			
Covered agency address				*Covered agency telephone number*

I, _____ , hereby affirm, under penalty of perjury, that I am _____
(name) *(title)*

of the above-named contractor, that I am authorized to make this certification on behalf of such contractor, and I further certify that:

(Mark an **X** *in only one box)*

☐ The contractor has filed Form ST-220-TD with the Department of Taxation and Finance in connection with this contract and, to the best of contractor's knowledge, the information provided on the Form ST-220-TD, is correct and complete.

☐ The contractor has previously filed Form ST-220-TD with the Tax Department in connection with _____
(insert contract number or description)

and, to the best of the contractor's knowledge, the information provided on that previously filed Form ST-220-TD, is correct and complete as of the current date, and thus the contractor is not required to file a new Form ST-220-TD at this time.

Sworn to this ____ day of _____, 20 _____

_____ _____
(sign before a notary public) *(title)*

Instructions

General information

Tax Law section 5-a was amended, effective April 26, 2006. On or after that date, in all cases where a contract is subject to Tax Law section 5-a, a contractor must file (1) Form ST-220-CA, *Contractor Certification to Covered Agency,* with a covered agency, and (2) Form ST-220-TD with the Tax Department before a contract may take effect. The circumstances when a contract is subject to section 5-a are listed in Publication 223, Q&A 3. See *Need help?* for more information on how to obtain this publication. In addition, a contractor must file a new Form ST-220-CA with a covered agency before an existing contract with such agency may be renewed.

Note: Form ST-220-CA must be signed by a person authorized to make the certification on behalf of the contractor, and the acknowledgement on page 2 of this form must be completed before a notary public.

When to complete this form

As set forth in Publication 223, a contract is subject to section 5-a, and you must make the required certification(s), if:

i. The procuring entity is a *covered agency* within the meaning of the statute (see Publication 223, Q&A 5);

ii. The contractor is a *contractor* within the meaning of the statute (see Publication 223, Q&A 6); and

iii. The contract is a *contract* within the meaning of the statute. This is the case when it (a) has a value in excess of $100,000 and (b) is a contract for *commodities* or *services*, as such terms are defined for purposes of the statute (see Publication 223, Q&A 8 and 9).

Furthermore, the procuring entity must have begun the solicitation to purchase on or after January 1, 2005, and the resulting contract must have been awarded, amended, extended, renewed, or assigned *on or after April 26, 2006* (the effective date of the section 5-a amendments).

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF }
: SS.:
COUNTY OF }

On the ____ day of _____ in the year 20___ , before me personally appeared_____ ,

known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that

_he resides at _____ ,

Town of _____ ,

County of _____ ,

State of _____; and further that:

[Mark an ***X*** in the appropriate box and complete the accompanying statement.]

☐ (If an individual): _he executed the foregoing instrument in his/her name and on his/her own behalf.

☐ (If a corporation): _he is the_____

of_____ , the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, _he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

☐ (If a partnership): _he is a _____

of_____ , the partnership described in said instrument; that, by the terms of said partnership, _he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.

☐ (If a limited liability company): _he is a duly authorized member of _____ , LLC, the limited liability company described in said instrument; that _he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

_____
Notary Public

Registration No.
_____

Privacy notification

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 287, 308, 429, 475, 505, 697, 1096, 1142, and 1415 of that Law; and may require disclosure of social security numbers pursuant to 42 USC 405(c)(2)(C)(i).

This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information programs as well as for any other lawful purpose.

Information concerning quarterly wages paid to employees is provided to certain state agencies for purposes of fraud prevention, support enforcement, evaluation of the effectiveness of certain employment and training programs and other purposes authorized by law.

Failure to provide the required information may subject you to civil or criminal penalties, or both, under the Tax Law.

This information is maintained by the Manager of Document Management, NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone (518) 457-5181.

Need help?

Visit our Web site at ***www.tax.ny.gov***
- get information and manage your taxes online
- check for new online services and features

Telephone assistance

Sales Tax Information Center: (518) 485-2889

To order forms and publications: (518) 457-5431

Text Telephone (TTY) Hotline (for persons with hearing and speech disabilities using a TTY): (518) 485-5082

Persons with disabilities: In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, call the information center.

Workers' Compensation Requirements Under WCL §57

To assist the Department of Corrections and Community Supervision in enforcing Section 57 of the Workers' Compensation Law, organizations entering into contracts with the Department of Corrections and Community Supervision should provide ONE of the following forms. To assist you in resolving this matter, the following links to information regarding acceptable proofs of coverage are provided:

Workers' Compensation –
http://www.wcb.ny.gov/content/onlineforms/obtainC105.jsp

Disability Benefits - http://www.wcb.ny.gov/content/onlineforms/obtainDB120-1.jsp

Exemption -
http://www.wcb.ny.gov/content/ebiz/wc_db_exemptions/requestExemptionOverview.jsp

PLEASE NOTE:
The name and FEIN of the contracting entity must be identical to the name and FEIN identified on the proof of coverage or exemption

In the instance of exemption, please be advised that the WCB does not verify Attestations for Exemption. It is incumbent on the state contracting entity to verify the validity of the entity's reason for exemption; please verify and provide a copy of the signed and dated exemption certificate

An ACORD form is not an acceptable proof of workers' compensation coverage and/or disability benefits insurance

ENCOURAGING USE OF NEW YORK STATE BUSINESSES IN CONTRACT PERFORMANCE

New York State businesses have a substantial presence in State Contracts and strongly contribute to the economies of the state and the nation. In recognition of their economic activity and leadership in doing business in New York State, Bidders/Proposers for this contract for commodities, services or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the Contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles.

Bidders/Proposers need to be aware that all authorized users of this Contract will be strongly encouraged, to the maximum extent practical and consistent with legal requirements, to use responsible and responsive New York State businesses in purchasing commodities that are of equal quality and functionality and in utilizing services and technology. Furthermore, Bidders/Proposers are reminded that they must continue to utilize small, minority and women-owned businesses, consistent with current State law.

Utilizing New York State businesses in State Contracts will help create more private sector jobs, rebuild New York's infrastructure, and maximize economic activity to the mutual benefit of the Contractor and its New York State business partners. New York State businesses will promote the Contractor's optimal performance under the Contract, thereby fully benefiting the public sector programs that are supported by associated procurements.

Public procurements can drive and improve the State's economic engine through promotion of the use of New York businesses by its Contractors. The State therefore expects Bidders/Proposers to provide maximum assistance to New York businesses in their use of the Contract. The potential participation by all kinds of New York businesses will deliver great value to the State and its taxpayers.

Bidders/Proposers can demonstrate their commitment to the use of New York State businesses by responding to the question below:

Will New York State Businesses be used in the performance of this Contract? _____ Yes _____ No
If yes, identify New York State Business(es) that will be used; (Attach identifying information).

NEW YORK STATE
DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement is entered into on the ___ day of _____, 20__by and between the New York State Department of Corrections and Community Supervision (hereinafter "DOCCS"), located at The Harriman State Campus, Building 2, 1220 Washington Avenue, Albany, New York 12226 and _____ (hereinafter "Recipient") located at _____.

The DOCCS is a law enforcement agency that is responsible for the confinement of offenders and supervises releasees in New York State. DOCCS possesses information relating to offenders and/or releasees that is confidential and is maintained for public safety and welfare.

NOW THEREFORE, in consideration for the mutual undertakings of the DOCCS and the Recipient under this Agreement, the parties agree as follows:

1. Confidential Information
   The Recipient acknowledges that during the course of the engagement at DOCCS, there may be confidential information disclosed to them including, but not limited to:
   Technical information: methods, processes, formulae, systems, techniques, computer programs, research projects, plans, drawings, blueprints, and design specifications
   Business information: vendor lists, customer lists, constituent lists, financial data, statistical data, strategic plans, offender/releasee case files and the contents thereof, photographs, laboratory reports, charts, studies, NYSID/DIN Numbers, employee information/personnel files, information relating to any victim/family of a victim and/or correspondence, social security numbers, dates of birth, drug and alcohol tests and treatment information, health and/or mental health information including but not limited to, all records subject to the laws, rules, and regulations of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), rap sheets, photos and fingerprint data, documents/data not created by DOCCS, legal documents, correspondence, and litigation files, DOCCS policies, procedures and manuals, equipment used by DOCCS, or information regarding DOCCS's business dealings and relations with other parties.

2. Confidentiality
   No Use. Recipient agrees not to use the Confidential Information in any way, except for the purpose of the projects or assignments they are performing for DOCCS.
   No Disclosure. Recipient agrees to use its best efforts to prevent and protect the Confidential Information, or any part thereof, from disclosure to any person other than Recipient's employees and/or consultants designated by DOCCS having a need of disclosure in connection with Recipient's authorized use of the Confidential Information. This includes employees and consultants that may not be directly working on the project or job. Recipient agrees not to disclose the nature of the work to any third party without prior written DOCCS consent. In the circumstance where the signer of this document is representing a Recipient with more than one employee, the Recipient also agrees that

all of its current and future staff who may be involved in the relationship with DOCCS have been and will be instructed in the requirements of this agreement.

Protection of Secrecy. Recipient agrees to take all steps reasonably necessary to protect the secrecy of the Confidential Information, and to prevent the Confidential Information from falling into the public domain or into the possession of unauthorized persons. Such steps shall include keeping Confidential Information stored in a locked office/facility where only authorized personnel would have access.

3. Limits on Confidential Information. Confidential Information shall not be deemed proprietary and the Recipient shall have no obligation to respect such information where the information:
    a. was known to Recipient prior to receiving any of the Confidential Information from DOCCS;
    b. has become publicly known through no wrongful act of Recipient;
    c. was received by Recipient without breach of this Agreement from a third party without restriction as to the use and disclosure of the information;
    d. was independently developed by the Recipient without the use of the Confidential Information; or
    e. was ordered to be publicly released by the requirement of a government agency or judicial proceeding.

4. Maintenance, Return, and Destruction of the DOCCS Confidential Material. Upon the DOCCS's direction, Recipient will return any Confidential Information whether electronic, paper, or other media within 48 hours of agreement termination. Returned electronic information to DOCCS must be decrypted. Copies whether electronic, paper, or other media within 48 hours of agreement termination, will be destroyed by methodology chosen by DOCCS.

5. Ownership of Confidential Information. Recipient agrees that all Confidential Information shall remain the property of DOCCS, and that DOCCS may use such Confidential Information for any purpose without obligation to Recipient. Nothing contained herein shall be construed as granting or implying any transfer of rights to Recipient in the Confidential Information. All products, whether physical or intellectual, produced in this relationship are DOCCS property and the Recipient has no rights to claim, distribute, or market such product or related DOCCS information without prior written consent from DOCCS Management, except to the degree that a valid contract between Recipient and DOCCS explicitly grants such rights. Recipient will comply with all DOCCS security policies, procedures and standards and follow best industry accepted security practices.

6. Term and Termination. This Agreement may be terminated by mutual consent. The obligations of this Agreement shall be continuing until the Confidential Information disclosed to Recipient is no longer confidential.

7. Survival of Rights and Obligations. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by (a) DOCCS, it successors, and assigns; and (b) Recipient, its successors and assigns.

8. Jurisdiction and Venue: The laws of the State of New York shall govern this Agreement. If federal jurisdiction exists, we consent to exclusive jurisdiction and venue in the federal courts in Northern District of New York. If not, we each consent to the exclusive jurisdiction and venue in the Supreme Court of Albany County, New York.

9. Miscellaneous.

9.1 In the event that a portion of this Agreement is found to be unenforceable, the remainder of the Agreement shall stay in effect.

9.2 Any delay or failure of either of us to exercise a right to remedy will not result in a waiver of that, or any other right or remedy.

9.3 Each of us acknowledges that money damages may not be sufficient compensation for a breach of this Agreement. DOCCS reserves the right to receive an injunction from an appropriate New York State Court if the Agreement is breached.

9.4 In any dispute relating to this Agreement, the prevailing party will be entitled to recover reasonable attorney's fees and costs.

9.5 This agreement does not grant any implied intellectual property license to confidential information, except as stated above.

9.6 Confidential information must be encrypted in transit or at rest. *Encryption* methods must comply with state policy: Cryptographic Controls Standard (P03-002, Part 11. Systems Development and Maintenance Policy) S10-006 - V1.0 - February 12, 2010 located at the following URL: http://www.cscic.state.ny.us/lib/policies/documents/Cyber-Security-Standard-S10-006-Cryptographic-Controls.pdf.

9.7 Penalty for non-compliance. Violation of this agreement could involve penalties, up to and including, relationship termination, and civil and criminal prosecution in accordance to all applicable laws.

RECIPIENT: (_____)

Name
(please print) _____

Signature _____

Title _____

Date _____

NEW YORK STATE DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION

Name
(please print) Sandra L. Downey

Signature _____

Title Director of Budget and Finance

Date _____

ATTACHMENT G

M/WBE FORMS

APPENDIX C

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

NEW YORK STATE LAW

Pursuant to New York State Executive Law Article 15-A and 5 NYCRR 140-145 Department of Corrections and Community Supervision (hereinafter referred to as "DOCCS") recognizes its obligation under the law to promote opportunities for maximum feasible participation of certified minority- and women-owned business enterprises and the employment of minority group members and women in the performance of DOCCS contracts.

In 2006, the State of New York commissioned a disparity study to evaluate whether minority and women-owned business enterprises had a full and fair opportunity to participate in state contracting. The findings of the study were published on April 29, 2010, under the title "The State of Minority and Women-Owned Business Enterprises: Evidence from New York" ("Disparity Study"). The report found evidence of statistically significant disparities between the level of participation of minority-and women-owned business enterprises in state procurement contracting versus the number of minority-and women-owned business enterprises that were ready, willing and able to participate in state procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide certified minority- and women-owned business enterprises program. The recommendations from the Disparity Study culminated in the enactment and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that DOCCS establishes goals for maximum feasible participation of New York State Certified minority- and women – owned business enterprises ("MWBE") and the employment of minority groups members and women in the performance of New York State contracts.

Business Participation Opportunities for MWBEs

For purposes of this solicitation, DOCCS hereby establishes an overall goal of 30% for MWBE participation, 15% for New York State certified minority-owned business enterprises ("MBE") participation and 15% for New York State certified women-owned business enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs). A contractor ("Contractor") on the subject contract ("Contract") must document its good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract and the Contractor agrees that DOCCS may withhold payment pending receipt of the required MWBE documentation. The directory of MWBEs can be viewed at: https://ny.newnycontracts.com. For guidance on how DOCCS will determine a Contractor's "good faith efforts," refer to 5 NYCRR §142.8.

In accordance with 5 NYCRR §142.13, the Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such finding constitutes a breach of Contract and DOCCS may withhold payment from the Contractor as liquidated damages.

Such liquidated damages shall be calculated as an amount equaling the difference between: (1) all sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and (2) all sums actually paid to MWBEs for work performed or materials supplied under the Contract.

By submitting a bid or proposal, a bidder on the Contract ("Bidder") agrees to demonstrate its good faith efforts to achieve its goals for the utilization of MWBEs by submitting evidence thereof through the New York State Contract System ("NYSCS"), which can be viewed at https://ny.newnycontracts.com, provided, however, that a Bidder may arrange to provide such evidence via a non-electronic method by contacting the designated contact for this procurement. Please note that the NYSCS is a one stop solution for all of your MWBE and Article 15-A contract requirements. For additional information on the use of the NYSCS

to meet Bidder's MWBE requirements please see the attached MWBE guidance, "Your MWBE Utilization and Reporting Responsibilities Under Article 15-A."

Additionally, a Bidder will be required to submit the following documents and information as evidence of compliance with the foregoing:

A. An MWBE Utilization Plan with their bid or proposal. Any modifications or changes to the MWBE Utilization Plan after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to DOCCS.

   DOCCS will review the submitted MWBE Utilization Plan and advise the Bidder of DOCCS acceptance or issue a notice of deficiency within 30 days of receipt.

B. If a notice of deficiency is issued, the Bidder will be required to respond to the notice of deficiency within seven (7) business days of receipt by submitting to the DOCCS, address phone and fax information], a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by DOCCS to be inadequate, DOCCS shall notify the Bidder and direct the Bidder to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

DOCCS may disqualify a Bidder as being non-responsive under the following circumstances:

a) If a Bidder fails to submit a MWBE Utilization Plan;
b) If a Bidder fails to submit a written remedy to a notice of deficiency;
c) If a Bidder fails to submit a request for waiver; or
d) If DOCCS determines that the Bidder has failed to document good faith efforts.

The Contractor will be required to attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract Award may be made at any time during the term of the Contract to DOCCS, but must be made no later than prior to the submission of a request for final payment on the Contract.

The Contractor will be required to submit a Contractor's Quarterly M/WBE Contractor Compliance & Payment Report to the DOCCS, by the 10th day following each end of quarter over the term of the Contract documenting the progress made toward achievement of the MWBE goals of the Contract.

Equal Employment Opportunity Requirements

By submission of a bid or proposal in response to this solicitation, the Bidder/Contractor agrees with all of the terms and conditions of Appendix A – Standard Clauses for All New York State Contracts 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, 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 the Contract; or (ii) employment outside New York State.

The Bidder will be required to submit a Minority and Women-Owned Business Enterprises and Equal Employment Opportunity Policy Statement to DOCCS with their bid or proposal.

APPENDIX C

To ensure compliance with this Section, the Bidder will be required to submit with the bid or proposal an Equal Employment Opportunity Staffing Plan (Form # EEO 100) identifying the anticipated work force to be utilized on the Contract and if awarded a Contract, will, upon request, submit an Equal Employment Opportunity Workforce Employment Utilization Compliance Report identifying the workforce actually utilized on the Contract, if known, through the New York State Contract System; provided, however, that a Bidder may arrange to provide such report via a non-electronic method by contacting the designated contact for this procurement.

Further, pursuant to Article 15 of the Executive Law (the "Human Rights Law"), all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

Please Note: Failure to comply with the foregoing requirements may result in a finding of non-responsiveness, non-responsibility and/or a breach of the Contract, leading to the withholding of funds, suspension or termination of the Contract or such other actions or enforcement proceedings as allowed by the Contract.

NEW YORK STATE DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION

EEO STAFFING PLAN (EQUAL EMPLOYMENT OPPORTUNITY)

SUBMIT WITH BID OR PROPOSAL

Solicitation No.:	**Reporting Entity:** ☐ Contractor ☐ Subcontractor	Report includes Contractor's: ☐ Contractor's workforce to be utilized on this contract ☐ Contractor's total workforce ☐ Subcontractor's workforce to be utilized on this contract ☐ Subcontractor's total workforce
Contractor/Subcontractor's Name:		**Submit completed form to:** **NYS Dept. of Corrections and Community Supervision**
Contractor/Subcontractor's Address: **FEIN**:	**Telephone NO.:**	

Enter the total number of employees for each classification.

EEO Job Category	Total Work-force	Workforce by Gender		Workforce by Race/Ethnic Identification													
		Total Male (M)	Total Female (F)	White (Not Hispanic/Latino) (M)	(F)	Black (Not Hispanic/Latino) (M)	(F)	Hispanic or Latino (M)	(F)	Asian (Not Hispanic/Latino (M)	(F)	American Indian or Alaskan Native(Not Hispanic/Latino) (M)	(F)	Disabled (M)	(F)	Veteran (M)	(F)
Executive/Senior Level Officials & Managers																	
First/Mid Level Officials & Managers																	
Professionals																	
Technicians																	
Sales Workers																	
Administrative Support Workers																	
Craft Workers																	
Operatives																	
Laborers and Helpers																	
Service Workers																	

Totals																	

PREPARED BY (Signature):	TELEPHONE NO.: E-MAIL ADDRESS:	DATE:
NAME AND TITLE OF PREPARER (Print or Type):	FOR AGENCY USE ONLY	
	REVIEWED BY:	DATE:

General instructions: All Offerors must complete an EEO Staffing Plan (EEO 100) and submit it as part of the bid or proposal package to the address provided. Where the workforce to be utilized in the performance of the State contract can be separated out from the Contractor's total workforce, the Offeror shall complete this form only for the anticipated workforce to be utilized on the State contract. Where the workforce to be utilized in the performance of the State contract cannot be separated out from the Contractor's total workforce, the Offeror shall complete this form for the Contractor's current total workforce. 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 must complete this form upon request of DOCCS.

Instructions for completing:

1. Enter the Solicitation Number that this report applies to along with the name and address of the Offeror.
2. Check off the appropriate box to indicate if the Offeror completing the report is the Contractor or a Subcontractor.
3. Check off the appropriate box to indicate type of workforce being reported.
4. Enter the total workforce by EEO job category.
5. Break down the total workforce by gender and enter under the heading "Workforce by Gender."
6. Break down the total workforce by race/ethnic background and enter under the heading "Workforce by Race/Ethnic Identification."
7. Enter the name, title, phone number, and E-mail address for the person completing the form. Sign and date the form in the designated boxes.

RACE/ETHNIC IDENTIFICATION

Race/ethnic designations as used by the Equal Employment Opportunity Commission do not denote scientific definitions of anthropological origins. For the purposes of this report, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this survey are:

WHITE - (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa or the Middle East.

BLACK – (Not of Hispanic origin) A person who has origins in any of the black racial groups of Africa.

HISPANIC or LATINO - All persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race

ASIAN & PACIFIC ISLANDER - All persons having origins in any of the original peoples of the Far East, Southeast Asia or the Indian Subcontinent, including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam. A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.

AMERICAN INDIAN or ALASKAN NATIVE - A person having origins in any of the original peoples of North or South America (including Central America), and who maintains tribal affiliation or community recognition.

OTHER CATEGORIES

- **DISABLED INDIVIDUAL** - **A**ny person who:
  - Has a physical or mental impairment that substantially limits one or more major life activity (ies)
  - Has a record of such an impairment; or
  - Is regarded as having such impairment.

- **VETERAN** - An individual who served in the military during time of war.

NEW YORK STATE
DEPARTMENT OF CORRECTIONS
AND COMMUNITY SUPERVISION

EEO WORKFORCE QUARTERLY COMPLIANCE REPORT
MINORITY/WOMEN-OWNED BUSINESS ENTERPRISE (M/WBE)

Contract No: **Reporting Entity:** ☐ Contractor ☐ Subcontractor	**Contractor's Name:** **Contractor's Address:**	**Reporting Period:** ☐ Jan 1, 20___ - Mar 31, 20___ ☐ Apr 1, 20___ - Jun 30, 20___ ☐ Jul 1, 20___ - Sept 30, 20___ ☐ Oct 1, 20___ - Dec 31, 20___
Report includes: ☐ Workforce utilized on this contract ☐ Contractor/Subcontractor's total workforce		**Submit completed form to:** **NYS Dept. of Corrections and Community Supervision**

Enter the total number of employees in each classification in each of the EEO-Job Categories identified.

EEO Job Category	Total Work-force	Workforce by Gender		Workforce by Race/Ethnic Identification													
		Total Male	Total Female	White (Not Hispanic/Latino)		Black (Not Hispanic/Latino)		Hispanic or Latino		Asian (Not Hispanic/Latino		American Indian or Alaskan Native (Not Hispanic/Latino)		Disabled		Veteran	
		(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Executive/Senior Level Officials & Managers																	
First/Mid Level Officials & Managers																	
Professionals																	
Technicians																	
Sales Workers																	
Administrative Support Workers																	
Craft Workers																	
Operatives																	
Laborers and Helpers																	
Service Workers																	
Totals																	

PREPARED BY (Signature):	TELEPHONE NO.: E-MAIL ADDRESS:	DATE:
NAME AND TITLE OF PREPARER (Print or Type):	DATE:	
FOR AGENCY USE ONLY		
REVIEWED BY/DATE	QUARTERLY UTILIZATION REPORT APPROVED: ☐ YES ☐ NO Date:	

General Instructions: The workforce utilization (EEO 101) is to be submitted on a quarterly basis during the life of the contract to report the actual workforce utilized in the performance of the contract, broken down by the specified categories. When the workforce utilized in the performance of the contract can be separated out from the Contractor's and/or Subcontractor's total workforce, the Contractor and/or Subcontractor shall submit a utilization report of the workforce utilized on the contract. When the workforce to be utilized on the contract cannot be separated out from the Contractor's and/or Subcontractor's total workforce, information on the total workforce shall be included in the utilization report. Utilization reports are to be completed for the quarters ended 3/31, 6/30, 9/30, and 12/31 and submitted to DOCCS within 15 days of the end of each quarter. If there are no changes to the workforce utilized on the contract during the reporting period, the Contractor can submit a copy of the previously submitted report indicating no change with the date and reporting period updated.

Instructions for completing:

1. Enter the Solicitation Number that this report applies to along with the name and address of the Offeror.
2. Check off the appropriate box to indicate if the Offeror completing the report is the Contractor or a Subcontractor.
3. Check off the appropriate box to indicate type of workforce being reported.
4. Enter the total workforce by EEO job category.
5. Break down the total workforce by gender and enter under the heading "Workforce by Gender."
6. Break down the total workforce by race/ethnic background and enter under the heading "Workforce by Race/Ethnic Identification."
7. Enter the name, title, phone number, and E-mail address for the person completing the form. Sign and date the form in the designated boxes.

RACE/ETHNIC IDENTIFICATION

Race/ethnic designations as used by the Equal Employment Opportunity Commission do not denote scientific definitions of anthropological origins. For the purposes of this report, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this survey are:

WHITE - (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa or the Middle East.

BLACK – (Not of Hispanic origin) A person who has origins in any of the black racial groups of Africa.

HISPANIC or LATINO - All persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race

ASIAN & PACIFIC ISLANDER - All persons having origins in any of the original peoples of the Far East, Southeast Asia or the Indian Subcontinent, including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam. A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.

AMERICAN INDIAN or ALASKAN NATIVE - A person having origins in any of the original peoples of North or South America (including Central America), and who maintains tribal affiliation or community recognition.

OTHER CATEGORIES

- **DISABLED INDIVIDUAL** - Any person who:
  - Has a physical or mental impairment that substantially limits one or more major life activity (ies)
  - Has a record of such an impairment; or
  - Is regarded as having such impairment.

- **VETERAN** - An individual who served in the military during time of war.
- **GENDER** - Indicate whether male or female.

MINORITY/WOMEN-OWNED BUSINESS ENTERPRISES – EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

M/WBE AND EEO POLICY STATEMENT

I, _____ (the awardee/contractor) agree to adopt the following policies with respect to the project being developed or services rendered at _____

This organization will require its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participation goals and provide Equal Employment Opportunities set by NYS DOCCS for the State-funded project by taking the following steps:

M/WBE

(1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.

(2) Utilize ESD Directory of State certified M/WBEs and solicit bids from them directly.

(3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.

(4) Where feasible, divide the work into smaller portions to increase participation by M/WBEs and encourage the formation of joint ventures and other partnerships among M/WBE contractors to encourage their participation.

(5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. The Contractor will also maintain, or, where appropriate, require its subcontractors to maintain and submit, as required by DOCCS, records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.

(6) Ensure that project payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and/or other credit requirements may be waived and/or appropriate alternatives are developed to encourage M/WBE participation.

(7) This organization will include the provisions of sections (1) through (6) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State.

EEO

(a) This organization will not discriminate against any employee or applicant for employment because of race, religion/creed, color, national origin, sex, age, disability, sexual orientation, military status, marital status, domestic violence victim status, arrest or conviction record, or predisposing genetic characteristics, and will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.

(b) This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, religion/creed, color, national origin, sex, age, disability, sexual orientation, military status, marital status, domestic violence victim status, arrest or conviction record, or predisposing genetic characteristics.

(c) At the request of the contracting agency, this organization shall request that each employment agency, labor union, or authorized representative will not discriminate on the basis of race, religion/creed, color, national origin, sex, age, disability, sexual orientation, military status, marital status, domestic violence victim status, arrest or conviction record, or predisposing genetic characteristics, and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.

(d) This organization will include the provisions of sections (a) through (c) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

Agreed to this _____ day of _____, 20____

Sign: _____

Print: _____ Title: _____

Minority/ Women Business Enterprise Liaison

_____is designated as the Minority/Women Business Enterprise Liaison
(Name of Designated Liaison)

responsible for administering the Minority and Women-Owned Business Enterprises-Equal Employment

Opportunity (M/WBE-EEO) program.

_____
(Authorized Representative)

Title: _____

Date: _____

Contact:

NYS Department of Corrections
and Community Supervision
ATTN: Office of Diversity Management
M/WBE Program Management Unit
The Harriman State Campus – Building 2
1220 Washington Avenue
Albany, NY 12226-2050
(518) 485-5806
(518) 485-5772 (Fax)

NEW YORK STATE
DEPARTMENT OF CORRECTIONS
AND COMMUNITY SUPERVISION

M/WBE UTILIZATION PLAN

INSTRUCTIONS: This form must be submitted with any bid proposal or proposed negotiated contract. This Utilization Plan must contain a detailed description of the supplies, purchases, and/or services to be provided by each certified Minority and Women-Owned Business Enterprise (M/WBE) under the contract. Attach additional sheets if necessary.

Contactor's Name: _____
Address: _____
City, State, Zip Code: _____

Federal Identification Number: _____
Solicitation/Contract Number: _____
Telephone Number: _____

Region/Location of Work: _____

M/WBE Goals in the Contract: MBE ___ % WBE ___ %

1. Certified M/WBE Subcontractors/Suppliers Name, Address, Email Address, and Telephone No.	2. Classification	3. Detailed Description of Work/Purchase (Attach additional sheets, if necessary)	4. Dollar Value of Subcontracts/ Supplies/Services and intended performance dates of each component of the contract.
A.	**NYS ESD CERTIFIED** ☐ MBE ☐ WBE Federal ID No. _____		
B.	**NYS ESD CERTIFIED** ☐ MBE ☐ WBE Federal ID No. _____		
C.	**NYS ESD CERTIFIED** ☐ MBE ☐ WBE Federal ID No. _____		

IF UNABLE TO FULLY MEET THE MBE AND WBE GOALS SET FORTH IN THE CONTRACT, CONTRACTOR MUST SUBMIT A REQUEST FOR WAIVER. TO THE CONTRACTING UNIT.

Submission of this form constitutes the Contractor's acknowledgement and agreement to comply with the M/WBE requirements set forth under NYS Executive Law, Article 15-A and 5 NYCRR Part 142. Failure to submit complete and accurate information may result in a finding of noncompliance or rejection of the bid/proposal and/or suspension or termination of the contract.

NAME AND TITLE OF PREPARER (Print or Type):

SUBMIT COMPLETED FORM TO:
NYS Dept. of Corrections and Community Supervision

SIGNATURE AND DATE:

FOR AGENCY USE ONLY	
REVIEWED BY:	**DATE:**

UTILIZATION PLAN APPROVED: ☐ **YES** ☐ **NO** **Date:** _____

Contract No: _____

Contract Award Date: _____

Estimated Date of Completion: _____

Amount Obligated Under the Contract: _____

NOTICE OF DEFICIENCY ISSUED: ☐ YES ☐ NO **Date**:_____

NOTICE OF ACCEPTANCE ISSUED: ☐ YES ☐ NO **Date**:_____

Instructions:

1. Contractor Information: Enter contractor name, address, and federal employer identification number (FEIN).
2. Region/Location of Work: Enter region/location of work or facility name.
3. Project M/WBE Goals: Enter M/WBE Project Goals. These goals are to be accomplished by subcontracting with NYS certified M/WBE's.
4. Subcontractor: NYS Certified M/WBE Information: Enter name of certified M/WBE, address, telephone number, and Federal ID number. Verify in the Directory of Certified Minority and Women-Owned Businesses available at: www.esd.ny.gov/mwbe.html that they are a NYS certified minority or women-owned business.
5. Indicate certification type: MBE, WBE or both by checking the appropriate boxes, Y (Yes) or N (No).
6. Describe the type of services the M/WBE vendors will provide in relation to the contract, and estimate the amount the contractor will spend with these vendors.

   Special Note: This section does not need to be completed if the contractor is a certified minority and women-owned business enterprise (dual certified) and responsible for one hundred percent of the contract performance. If this is the case, proceed to the signature section and attach a printout from the Directory of Certified Minority and Women-Owned Businesses available at: www.esd.ny.gov/mwbe.html showing the Contractor is a dual New York certified M/WBE. If the contractor is a NYS certified minority-owned business enterprise (MBE) or women-owned business enterprise (WBE), this section needs to be completed to satisfy the goal for which the Contractor is not certified. For example, if the Contractor is a NYS certified MBE, the Contractor is required to subcontract with a NYS certified WBE to achieve the WBE project goals.

7. Signature Section: Sign, print name, and date.

NEW YORK STATE
DEPARTMENT OF CORRECTIONS
AND COMMUNITY SUPERVISION

M/WBE QUARTERLY COMPLIANCE AND SUBCONTRATOR PAYMENT REPORT

INSTRUCTIONS: After a contract is awarded, quarterly compliance reports are due no later than the 15th day after the end of each quarter.

Contractor's Name: _____
Address: _____
City, State, Zip Code: _____

Federal Identification No: _____
Contract No.: _____
Telephone No: _____

Reporting Period:
☐ Jan 1, 20___ - Mar 31, 20___
☐ Apr 1, 20___ - Jun 30, 20___
☐ Jul 1, 20___ - Sept 30, 20___
☐ Oct 1, 20___ - Dec 31, 20___

AS EVIDENCE OF THE PROGRESS MADE TOWARDS ACHIEVEMENT OF THE MINORITY/WOMEN-OWNED BUSINESS ENTERPRISE (M/WBE) GOAL(S), THE FOLLOWING INFORMATION INDICATES THE PAYMENTS MADE TO NYS CERTIFIED M/WBEs BY THE CONTRACTOR ON THIS PROJECT.

M/WBE Vendor/Subcontractor Name	Work Status This Report	Total Subcontractor Contract Amount		Payments This Quarter		Previous Payments		Total Payments Made to Date	
		MBE	WBE	MBE	WBE	MBE	WBE	MBE	WBE
Name: FED ID#:	☐ Active ☐ Inactive ☐ Complete								
Name: FED ID#:	☐ Active ☐ Inactive ☐ Complete								
Name: FED ID#:	☐ Active ☐ Inactive ☐ Complete								
Name: FED ID#:	☐ Active ☐ Inactive ☐ Complete								

NAME AND TITLE OF PREPARER (Print or Type):	TELEPHONE NO.:	E-MAIL ADDRESS:
SUBMISSION OF THIS FORM CONSTITUTES THE CONTRACTOR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A AND 5 NYCRR PART 143. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND/OR TERMINATION OF THE CONTRACT.	FOR AGENCY USE ONLY APPROVED: ☐ YES ☐ NO	
Submit to: NYS Dept. of Corrections and Community Supervision	REVIEWED BY: DATE:	

NEW YORK STATE
DEPARTMENT OF CORRECTIONS AND
COMMUNITY SUPERVISION

MWBE REQUEST FOR WAIVER FORM

INSTRUCTIONS: SEE REVERSE FOR REQUIREMENTS AND DOCUMENT SUBMISSION INSTRUCTIONS.	
Offeror/Contractor Name:	**Federal Identification No.:**
Address:	**Solicitation/Contract No.:**
City, State, Zip Code:	**M/WBE Goals: MBE % WBE %**

By submitting this form and the required information, the offeror/contractor certifies that every Good Faith Effort has been taken to promote M/WBE participation pursuant to the M/WBE requirements set forth under the contract.

Contractor is requesting a:

1. ☐ MBE Waiver – A waiver of the MBE Goal for this procurement is requested. ☐ Total ☐ Partial

2. ☐ WBE Waiver – A waiver of the WBE Goal for this procurement is requested. ☐ Total ☐ Partial

3. ☐ Waiver Pending ESD Certification – (Check here if subcontractors or suppliers of Contractor are not certified M/WBE, but an application for certification has been filed with Empire State Development.) Date of such filing with Empire State Development:_____

PREPARED BY (Signature): SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR/CONTRACTOR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A AND 5 NYCRR PART 143. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND/OR TERMINATION OF THE CONTRACT.	**Date:** **Telephone Number:** **Email Address:**
Name and Title of Preparer (Printed or Typed):	********** **FOR AGENCY USE ONLY** **********
Submit with the bid or proposal or if submitting after award, submit to the MWBE Program Unit: **NYS Dept of Corrections and Community Supervision**	**REVIEWED BY:** **DATE:** **Waiver Granted: ☐ YES MBE: ☐ WBE: ☐** **☐ Total Waiver ☐ Partial Waiver** **☐ ESD Certification Waiver ☐ *Conditional** **☐ Notice of Deficiency Issued _____** ***Comments:**

REQUIREMENTS AND DOCUMENT SUBMISSION INSTRUCTIONS

When completing the Request for Waiver Form please check all boxes that apply. To be considered, the Request for Waiver Form must be accompanied by documentation for items 1 – 11, as listed below. If box # 3 has been checked above, please see item 11. Copies of the following information and all relevant supporting documentation must be submitted along with the request:

1. A statement setting forth your basis for requesting a partial or total waiver.

2. The names of general circulation, trade association, and M/WBE-oriented publications in which you solicited certified M/WBEs for the purposes of complying with your participation goals.

3. A list identifying the date(s) that all solicitations for certified M/WBE participation were published in any of the above publications.

4. A list of all certified M/WBEs appearing in the NYS Directory of Certified Firms that were solicited for purposes of complying with your certified M/WBE participation levels.

5. Copies of notices, dates of contact, letters, and other correspondence as proof that solicitations were made in writing and copies of such solicitations, or a sample copy of the solicitation if an identical solicitation was made to all certified M/WBEs.

6. Provide copies of responses made by certified M/WBEs to your solicitations.

7. Provide a description of any contract documents, plans, or specifications made available to certified M/WBEs for purposes of soliciting their bids and the date and manner in which these documents were made available.

8. Provide documentation of any negotiations between you, the Offeror/Contractor, and the M/WBEs undertaken for purposes of complying with the certified M/WBE participation goals.

9. Provide any other information you deem relevant which may help us in evaluating your request for a waiver.

10. Provide the name, title, address, telephone number, and email address of offeror/contractor's representative authorized to discuss and negotiate this waiver request.

11. Copy of notice of application receipt issued by Empire State Development (ESD).

Note:
Unless a Total Waiver has been granted, Offeror/Contractor will be required to submit all reports and documents pursuant to the provisions set forth in the Contract, as deemed appropriate by the contracting entity, to determine M/WBE compliance.