



Corrections and Community Supervision

Invitation for Bids (IFB) #2016-09

Medical Waste Management Services

Issue Date: June 24, 2016

Bid Due Date: August 24, 2016, by 3:00 PM (EST)

Notice to Bidders

1. Read the entire IFB document. Note the key issues such as: event dates, mandatory requirements, services required, and bid packaging requirements.
2. Complete the page entitled **BID SIGNATURE PAGE** 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 Bid Signature Page, check the box entitled “we are unable to bid,” state a reason, then email to doccscontracts@doccs.ny.gov, please indicate IFB 2016-09 in the subject line.
3. The successful Bidder must be able to provide Medical Waste Management Services to all DOCCS correctional facilities within any Region bid. **Multiple contracts may result from this IFB.**
4. Note the name, address, phone numbers and email of the designated contacts. These are the only individuals that you are allowed to communicate with regarding this IFB (see Section 1.2 – Designated Contact).
5. Any amendments, clarifications, responses to questions, and updates to this IFB will be posted on the NYS Contract Reporter website (<http://www.nyscr.ny.gov/>) and the DOCCS website (<http://www.doccs.ny.gov/RFPs/rfps.html>).
6. It is the responsibility of the bidder to address all amendments, clarifications or updates pertaining to this IFB. All applicable amendment information must be incorporated in the bidder’s bid.
7. Bidders’ bids must include a cover letter as outlined in Sections 1.4 and 2.2.1.
8. Take advantage of the Questions and Answers period. All questions must be submitted in writing to the designated email address by the date and time specified in Section 1.3 - Key Events/Dates.
9. Review the IFB document and your bid. Make sure all requirements are addressed and all submission copies are identical and complete.
10. Package your bids as instructed in Section 2 - Bid Submission. Ensure your bid conforms to the packaging requirements. Bids not packaged accordingly may be deemed non-responsive.
11. Submit your bid so that it is received by the designated due date and time (see Section 1.3 – Key Events/Dates). **DOCCS will not consider for award bids received after the due date and time indicated.**
12. Any bidder, by virtue of submitting a bid, accepts that any medical waste or hazardous drug disposal agreements/contracts they currently hold with any NYS DOCCS correctional facility will be terminated without damages to either party upon award of a new contract to them.

BID SIGNATURE PAGE

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 DOCCS procedures relative to permissible contacts as required by State Finance Law §139-j(3) and §139-j(6)(b). Bidders are requested to retain Appendix A.

Procurement Lobbying information may be accessed at:
<http://www.ogs.ny.gov/aboutogs/regulations/defaultAdvisoryCouncil.html>

Legal Business Name of Company Bidding:	NYS Vendor Identification Number: (see NYS vendor file registration clause)
D/B/A – Doing Business As (if applicable):	Federal Tax Identification Number: (do not use Social Security Number)
Street	City
	State
	Zip
	County
<p>If applicable, place an "x" next to each that apply:</p> <p style="margin-left: 40px;"> <input type="checkbox"/> New York State Small Business <input type="checkbox"/> New York State Certified Minority-owned Business Enterprise (MBE) If yes, provide certification number _____ <input type="checkbox"/> New York State Certified Woman-owned Business Enterprise (WBE) If yes, provide certification number _____ </p> <p>Vendor Responsibility Questionnaire Filed Online: <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Do you understand and is your firm capable of meeting the insurance requirements to enter into a contract with New York State? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Does your bid proposal meet all the requirements of this solicitation? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>If you are not bidding, place an "x" in the box and return this page only.</p> <p><input type="checkbox"/> WE ARE UNABLE TO BID AT THIS TIME BECAUSE _____</p> <p>_____</p> <p>_____</p>	
Phone:	Toll Free Phone:
Fax:	
E-mail Address:	Company Web Site:
Bidder's Signature:	Printed or Typed Name:
Date:	Title:

RETURN THIS PAGE AS PART OF THE BID

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Attachment B – Bid Cost Form

Attachment C – Legal Required Forms

Attachment D – M/WBE Requirements and Forms

Attachment E – Bid Submission Checklist

Attachment F – HUB Breakdown and New York State DOCCS Facilities & Regional Map

Attachment G – Frequency, Waste Pick-up Location(s) & Pick-Up Times

Attachment H – DOCCS Directive #2216

1. INTRODUCTION

1.1 Overview

This Invitation for Bids (IFB) is being released by the New York State Department of Corrections and Community Supervision (hereafter “the Department” or “DOCCS”). DOCCS is responsible for the confinement and rehabilitation of approximately 53,000 inmates under custody held at 54 state correctional facilities located throughout New York State.

DOCCS is seeking to procure Medical Waste Management Services for all correctional facilities.

The intent of this IFB is to solicit bids from qualified vendors in the performance of Medical Waste Management Services for all of the following:

- Regulated Medical Waste
- Hazardous and Non-Hazardous Dental Medical Waste
- Hazardous and Non-Hazardous Pharmaceutical Waste

Multiple contracts may result from this IFB. Awards shall be made by Region. Facilities are segregated into five (5) regions across New York State, based on the NYS DOCCS Hub they are located in, as follows:

- Region 1 = Wende Hub
- Region 2 = Watertown and Clinton Hubs
- Region 3 = Elmira and Oneida Hubs
- Region 4 = Sullivan and Great Meadow Hubs
- Region 5 = Green Haven and NYC Hubs

A map of DOCCS’ correctional facilities and HUB breakdown is attached as Attachment F for informational purposes.

Bidders may bid on one, multiple, or all Regions, but service must be available to every DOCCS correctional facility within any Region bid.

The contractor will be responsible for establishing a service schedule that meets the particular needs of each DOCCS facility.

The contractor will be responsible for providing services, including materials, supplies and procedures, for the collection, storage, tracking, pick-up, transportation and disposal, and/or recycling of **all** Medical Waste as included in the following lots:

- Regulated Medical Waste
- Hazardous and Non-Hazardous Dental Waste
- Hazardous and Non-Hazardous Pharmaceutical Waste

The contractor will be responsible for providing training to each facility at the outset of the contract and refresher trainings as required by regulations. This training shall be related to procedures and regulations required in collection, storage, tracking, and preparation of Medical Waste for transport.

1.2 Designated Contact

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

Kathleen Gallagher

NYS Department of Corrections and Community Supervision
Division of Support Operations/Contract Procurement Unit
550 Broadway
Menands, New York 12204
Voice: 1-518-436-7886, Ext. 3135
Email: doocscontracts@doocs.ny.gov

In the event the designated contact is not available, Andria Pilieri-White is the Alternate designated contact:

Andria Pilieri-White
Voice: 1-518-436-7886, Ext. 3135
Email: doocscontracts@doocs.ny.gov

1.3 Key Events/Dates

The table below outlines the schedule for important action dates. If the State finds it necessary to change any of these dates, notification will be accomplished through an addendum to this IFB.

<u>Events</u>	<u>Dates</u>
Invitation for Bids (IFB) Issued	June 24, 2016
Written Bidders Questions Deadline	July 28, 2016, by 3:00 p.m. (EST)
DOCCS Issues Responses to Questions (estimated)	August 10, 2016
Bids Due to DOCCS	August 24, 2016, by 3:00 PM (EST)
Successful Bidder Selection (estimated)	September 14, 2016
Contract Start Date	February 1, 2017 or Upon Approval by OSC (whichever date is later)

NOTE: This is a tentative timetable, which may ONLY be modified to address the State's needs.

1.4 Minimum Bidder Qualifications

Bidders are advised that DOCCS' intent is to ensure that only qualified and reliable Contractors enter into a contract to perform the work as defined in this document.

Bidders must provide at time of bid opening, satisfactory evidence that they have had previous experience and possess an adequate plant, financial resources and organization as well as all permits and licenses as hereinafter specified to perform the type, magnitude and quality of services specified. DOCCS shall have the right to reject the bid of any bidder who is unable to satisfy the qualifications below:

- A. Evidence that Bidder has been in continuous operation providing Medical Waste Management Services for a minimum of five (5) years.
- B. Evidence that Bidder possesses the necessary organization and facilities to properly fulfill the services specified. Bidder shall **submit with bid a Cover Letter**, signed by a Bidder Representative authorized to make contractual obligations, attesting to their qualifications and providing the following:
 1. Name of the contact person who will handle the day-to-day customer requests, in regard to this contract. The bidder shall provide the address, telephone number, fax number and e-mail address for company personnel that will serve each Region bid. Bidder's facility(s) shall be located in proximity, such that the Contractor can meet the emergency or other response times contained in this specification. The letter must also state whether or not subcontractors will be used, and the name, address, telephone number, fax number, e-mail address, and intended role of each proposed subcontractor that will serve each Region bid.
 2. For each Region bid, a detailed description of the processes and facilities that will be used for the collection, storage, tracking, pickup, transportation and disposal and/or recycling of any and all components of Medical Waste to be picked up under this contract.
 3. For each Region bid, a detailed step-by-step procedure indicating how the work is to be accomplished. This procedure shall also include information for off-site work, such as:
 - a. How the materials are to be transported.
 - b. Name and address of the company transporting the materials, if different from the Bidder's company.
 - c. A notarized statement attesting to the qualifications of the company transporting the material (if different from the Bidder's company) including information required under items one (1) through six (6) of this part of the qualifications.
 - d. Method of disposal.
 - e. Location of disposal sites, incineration facilities and/or recycling facilities.

- f. Names, addresses, telephone numbers, and email address of all disposal sites, incineration facilities and/or recycling facilities including information under terms four (4) through six (6) of this part of the qualifications.
 4. A copy of Bidder's (and if applicable, subcontractor's) emergency prevention and/or response plans in place at all processing facilities to be used, e.g., Spill Prevention Control and Countermeasure (SPCC) Plan, and Hazardous Waste Contingency Plan.
 5. A copy of transporter's over-the-road emergency prevention and/or response plans maintained on its vehicles, e.g., Spill Prevention Control and Countermeasure (SPCC) Plan, and Hazardous Waste Contingency Plan.
 6. For each Region bid, a list of all emergency response subcontractors used to respond to potential over-the-road and on-site Medical Waste spills with description of subcontractor's geographical area of responsibility, and an estimate of its response time.
- C. Evidence of all licenses and permits required for the collection, storage, tracking, pick-up, transportation and disposal, and/or recycling of each type of Medical Waste. Bidder shall **submit with bid** copies of such documents.

DOCCS shall have the right to reject the bid of any bidder who is unable to satisfy the qualifications above.

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

1.4.1 **Additional Requirement**

Any bidder, by virtue of submitting a bid, accepts that any medical waste or hazardous drug disposal agreements/contracts they currently hold with any NYS DOCCS correctional facility will be terminated without damages to either party upon award of a new contract to them.

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 clarifications regarding this IFB must be in writing referencing the IFB number, page number, and section/subsection and emailed to the Contract Procurement Unit at doccscontracts@doccs.ny.gov. Enter "IFB 2016-09" in the subject line.

Prospective Bidders should note that all clarifications and exceptions, including those relating to the terms and conditions of the contract, are to be resolved prior to the submission of a bid. The deadline for questions and inquiries is by 3:00 p.m. EST on the date specified in Section 1.3 – Key Events/Dates. Official answers to all questions of a substantive nature will be given to all prospective Bidders in the form of a formal addendum, which will be posted to the following websites: DOCCS <http://www.doccs.ny.gov/RFPs/rfps.html> and the NYS Contract Reporter <https://www.nyscr.ny.gov/>. Only answers provided by addendum are considered official. Any questions received after the due date and time as noted in Section 1.3 may not be addressed. DOCCS will issue responses on or about the date listed in Section 1.3 – Key Events/Dates. It is each bidder's responsibility to visit the above websites to determine if any addenda are issued regarding this solicitation prior to submitting a bid.

Note: All contacts are subject to certain restrictions defined in State Finance Law §139-j and k (see Section 5.2 - Procurement Lobbying Requirement).

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

Bidder shall **submit with bid a Cover Letter**, signed by a Bidder Representative authorized to make contractual obligations and attesting to their qualifications (see Section 1.4 – Minimum Bidder Qualifications). The cover letter shall also confirm **and** provide the following:

1. The bidder understands all the terms and conditions contained in this IFB and will comply with all the provisions of this IFB.
2. The bidder agrees to adhere to the Scope of Services (see Section 4).

3. If a contract is awarded to your company, the bidder would be prepared to begin services on February 1, 2017 or upon approval of the NYS Office of the State Comptroller (OSC), whichever date is later.
4. The name and full contact information of the person(s) DOCCS shall contact regarding the bid.
5. The bidder is willing to keep proposed bid in effect for 120 days.
6. If a contract is awarded to your company, the bidder agrees to terminate any medical waste/or hazardous drug disposal agreements/contracts they currently hold with any DOCCS correctional facility without damages to either party.

2.2.2 Pricing

Bidders are required to submit pricing using **Attachment B - Bid Cost Form**. Bidders must submit pricing for all correctional facilities for the Region to be considered for contract award.

Failure to provide pricing for all correctional facilities for the Region will deem the bid non-responsive and rejected for that specific Region only.

Bidder's bid price shall be inclusive of all costs including travel, licenses, insurance, administrative, profit, all labor and equipment costs, reporting or other requirements, all overhead costs, and other ancillary costs. Details of service not explicitly stated in these specifications, but necessarily attendant thereto are deemed to be understood by the Bidder and included herein.

The estimated annual quantities used on Attachment B - Bid Cost Form is for evaluation purposes only. Actual quantities may be higher or lower depending on the needs of the correctional facility. There is no guarantee of quantities under any contract resulting from this IFB. Contractor will be paid for actual number of containers picked up per visit.

2.2.3 Required Procurement Forms

Bidder shall submit the completed documents in Attachment C – Legal 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 bids along with three (3) complete copies of each bid.

If a bidder plans to submit multiple bids, please note that only one bid per region will be accepted.

The bid documents must be **submitted to the address as indicated in Section 2.5 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 – 2016-09 (this document)
- Bid Due Date and Time: (as indicated in Section 1.3 - Key Events/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, including signed bid addenda, if any, will be considered.

Bid must be received in a sealed package marked "**Bid Submission IFB 2016-09**" and forwarded to:

**Attn: Kathleen Gallagher
NYS Department of Corrections and Community Supervision
Division of Support Operations / Contract Procurement Unit
Bid Submission IFB 2016-09
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 1.3 - Key Events/Dates. Any bid received after this date and time will not be accepted.

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.

Hand deliveries of bid submissions will be accepted only between the hours of 8 a.m. – 4 p.m., Monday through Friday, excluding State holidays.

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 by Grand Total per Region to the **lowest price responsive and responsible bidder** as calculated on Attachment B - Bid Cost Form. The Bid amounts shall be inclusive of all costs including travel, licenses, insurance, administrative, profit and other ancillary costs.

Bidders may bid on one, multiple, or all Regions, but service for **all Medical Waste** as specified in Section 4 – Scope of Services, must be available to every DOCCS correctional facility within any Region bid.

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 Bid Submission Checklist

Attachment E – Bid Submission 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.

3.4 Term of Contract

The contract(s) awarded as a result of this IFB will be for a period of five (5) years, anticipated to commence on February 1, 2017 or upon approval of the Office of the State Comptroller (OSC), whichever date is later, and will continue for five (5) years from the commencement date.

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 the latest published Consumer Price Index (CPI) for All Urban Consumers, Not Seasonally Adjusted, U.S. City Average, Services (series ID: CUUR0000SAS, CUUS0000SAS) in effect 90 days prior to the yearly anniversary date, may be calculated for the prior 12-month period to be applied to the current year. No increase may exceed three percent (3%). Requests for increases are the responsibility of the Contractor and must be made no later than 30 days prior to the anniversary date of the awarded contract and must include the appropriate CPI chart with supporting documentation. No retroactive adjustments will be allowed. All requested adjustments are subject to DOCCS' approval. In the event the specified index is discontinued or is no longer published by the Bureau of Labor Statistics, the Contractor and DOCCS will negotiate a mutually acceptable replacement index. Reference: <http://data.bls.gov/cgi-bin/surveymost?cu>

3.6 Method of Payment

Contractor must provide complete and accurate billing invoices in order to receive payment. Any payment made by DOCCS to the contract vendor will be made through direct payment upon submission of billing invoices. Invoices for payment shall be submitted to the Office of General Services' (OGS) Business Services Center (BSC) at the end of each month on a standard voucher or company invoice for services satisfactorily completed during that month. A copy of the signed waste manifest documentation must accompany the voucher/invoice.

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

3.7 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 email 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.

3.8 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.

3.9 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 1.3 - Key Events/Dates. 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.

3.10 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.

3.11 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.
4. 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.

5. 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.

3.12 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.**

3.13 Glossary of Terms

Bidder or Offeror or Proposer	Any individual or entity submitting a proposal for this IFB
Commissioner	Commissioner of the Department of Corrections and Community Supervision or duly authorized representative
Contractor	The successful bidder awarded a contract as a result of this IFB
DOCCS	Department of Corrections and Community Supervision
EST	Eastern Standard Time
Facility	Correctional Facility
Hub	A group of correctional facilities within the same geographic region.
Inmate	Convicted felon that is incarcerated
Invitation for Bids (IFB)	This solicitation document.
OSC	Office of the New York State Comptroller
Region	A group of correctional facilities that have been segregated by the Hub they are located in as specified in Attachment F.
Vendor	Any individual or entity doing business with New York State.

3.14 Non-Disclosure Agreement

A Non- Disclosure Agreement will be made part of the awarded contract (see Attachment C – Legal Required Forms).

No-Use – Recipient agrees not to use the Confidential Information in anyway, 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 Recipients' 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 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.

HIPAA - Contractor agrees that all medical information/records will be kept confidential by all employees as well as subcontractors in accordance with applicable state and federal laws, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (hereinafter referred to as "HIPAA") and the regulations thereunder. In addition, Contractor will also be subject to any New York State laws, rules, regulations or DOCCS directives concerning confidentiality of medical records.

4. SCOPE OF SERVICES

4.1 Scope of Services

DOCCS is seeking bids to provide Medical Waste Management Services for all DOCCS correctional facilities on a regional basis. The Contractor shall be responsible for providing services, including materials, supplies and procedures, for the collection, storage, tracking, pick-up, transportation and disposal, and/or recycling of all waste, as included in the following lots, as required by all correctional facilities:

- Regulated Medical Waste
- Hazardous and Non-Hazardous Dental Waste
- Hazardous and Non-Hazardous Pharmaceutical Waste

The following contract requirements are intended to ensure that the management of Medical Waste is done in a safe and satisfactory manner:

All Medical Waste

Regulations Compliance:

1. The Contractor shall comply with any and all new laws and regulations should there be any changes and/or additions during the term of the contract.
2. If at any time during the contract the Contractor's permits, licenses, and letters of approvals issued by Government Agencies to perform the necessary services as described herein expire, are canceled, modified, or suspended, the Contractor is responsible for immediately notifying DOCCS. In addition, Contractor will provide to DOCCS any revised permits, licenses or regulatory documentation which states that the expired permits, and/or licenses are still in effect.
3. The Contractor must comply with any and all Federal, State, and local regulations regarding collection, storage, tracking, pick-up, transportation and disposal, and/or recycling of Medical Waste. This includes, but is not limited to, all regulations of the New York State Department of Environmental Conservation (DEC), Federal and New York State Departments of Transportation (DOT), Environmental Protection Agency (EPA), Department of Health (DOH), and if applicable, New York City Department of Consumer Affairs (DCA).
4. It is the responsibility of the prime Contractor to ensure that subcontractors meet the approval of DOCCS. Subcontractors must comply with all terms and conditions specified herein and must have insurance coverage applicable to the work performed as described herein. Any changes in subcontractors, disposal sites, and incineration facilities utilized by the Contractor during the term of the contract, must be approved by DOCCS.
5. The Contractor must utilize all regulated manifesting documentation to provide DOCCS with "cradle to grave" documentation of Medical Waste from point of pickup to disposal.

6. The vendor must comply with all requirements of the EPA Medical Waste Tracking Act.

Contract Management:

1. Upon contract approval an initial introductory meeting will be scheduled in Albany to review the contract in its entirety and discuss all roles and responsibilities of the parties to the contract. Attendance by the Contractor is mandatory.
2. If Medical Waste needs to be removed and disposed of outside of normally scheduled pickups, the Contractor shall be available to respond to unscheduled calls for removal and disposal of Medical Waste for all facilities within one (1) business day.
3. The Contractor will produce quarterly statistical reports detailing:
 - a. Number of Medical Waste collections at each facility served.
 - b. Quantity (in pounds) of Medical Waste collected at each facility served. Quantities shall be segregated by waste type: Regulated Medical Waste, Dental Hazardous Waste, Dental Non-Hazardous Waste, Pharmaceutical Waste (broken out by P-Listed Hazardous Pharmaceutical Waste and Other Hazardous Pharmaceutical, Non-Hazardous Pharmaceutical Waste).
4. These reports are to be sent electronically via email to DOCCS Central Office employees as designated at the initial contract meeting referenced herein.
5. The Contractor's aforementioned contact person will attend quarterly meetings with DOCCS staff with the intent of discussing/resolving customer service related issues. Meeting location details will be determined mutually between DOCCS and the Contractor after notice of contract award.

Materials:

1. The Contractor must supply at no additional charge, all labels, storage containers, and packing material (tape, etc.), required for collection, storage, tracking, pick-up, transportation and disposal, and/or recycling of all Medical Waste.
2. Delivery of initial materials shall occur within five (5) business days after the initial meeting in Albany. Delivery of successive materials will occur on pick-up and removal days.
3. The Contractor shall provide a scale to weigh all the containers of Medical Waste as they are picked up. The number and weight of containers removed from the premises will be included on the multi-part waste manifest form. The maintenance, repair and calibration of the scale shall be the responsibility of the vendor. The scale shall be calibrated annually or as recommended by the scale manufacturer. A copy of the calibration report shall be provided to each Facility's Steward.

Spills:

1. The Contractor must ensure that all of their employees are thoroughly trained in the use of the spill containment and cleanup equipment.
2. In the case of any spill of Medical Waste caused by the Contractor, the Contractor must take immediate steps to contain and clean up the Medical Waste in accordance with the procedures specified in Contractor's spill prevention plan.
3. The Contractor shall immediately report the spill of any Medical Waste caused by the Contractor to all appropriate regulators as well as the facility superintendent or designee.
4. The Contractor shall submit a written accident report to DOCCS within 48 hours of the occurrence of any spill of Medical Waste caused by the Contractor. A copy of the report shall be kept on file by the Contractor for a minimum of three (3) years from the date of submission.

Transportation of Medical Waste:

1. The Contractor shall accept for transport only containers that appear to be in intact and show no sign of leakage or other visible packaging deficiencies. The Contractor must provide a procedure for collection, storage, tracking, pick-up, transportation and disposal, and/or recycling of Medical Waste that does not comply with these requirements.
2. Responsibility for the Medical Waste and materials shall pass to the successful Contractor upon the completion of loading materials and waste into the vehicle of said Contractor and the execution of necessary shipping documentation.
3. All vehicles and drivers used for the transportation of Medical Waste shall be in accordance with all applicable Federal and State regulations, including but not limited to, 6 NYCRR Part 248.
4. All vehicles operating under a NYS DEC Waste Transporter Permit, or any out-of-State transporter transporting Medical Waste through New York State, shall carry a spill containment and cleanup kit in the vehicle whenever the Medical Waste is being transported.
5. The Contractor must ensure that all containers of Medical Waste are securely locked at all times during transit through New York.

Regulated Medical Waste

The Contractor will be responsible for providing services, including materials, supplies and procedures, for the collection, storage, tracking, pick-up, transportation and disposal, and/or recycling of all Regulated Medical Waste as defined below:

1. Material generated in diagnosis, treatment, immunization, research, production and testing of biologics or health care such as:
 - a. Cultures and stocks (microbiological materials)
 - b. Human pathological waste
 - c. Human blood and blood products
 - d. Needles and syringes (sharps)
 - e. Other biohazard waste (e.g. Dialysis waste)

Regulated Medical Waste Containers:

1. In addition to the materials listed above, the Contractor must supply at no additional charge Regulated Medical Waste Storage Containers and Red Poly liners as detailed below:
 - a. Regulated Medical Waste Storage Containers are to be composed of cardboard and available in sizes ranging from 1-5 cubic feet (equivalent to 7.5–37.5 gallons) in volume. These containers must be leak proof, rigid and puncture resistant with a secure fitted cover mechanism. All Containers comply with all OSHA, FDA, DEC, EPA and DOT regulations.
 - b. Red Poly liners shall accommodate the volume of the supplied Medical Waste Storage Containers and should comply with all Federal, State and local rules and regulations. Additionally, smaller red poly liners may be necessary in certain clinical areas (5-10 gallon).
2. All Regulated Medical Waste shall be collected and packaged by DOCCS personnel in the 1-5 cubic feet (equivalent to 7.5–37.5 gallons) Red Poly liner Lined Cardboard Boxes supplied by the Contractor.

Putrescence:

1. In the event regulated Medical Waste becomes putrescent or emits any odors, the Contractor shall pick up the waste within 48 hours of notification by the facility.

Hazardous and Non-Hazardous Dental Waste

The Contractor will be responsible for providing services, including materials, supplies and procedures, for the collection, storage, tracking, pick-up, transportation and disposal, and/or recycling of all Hazardous and Non-Hazardous Dental Waste as defined below:

- X-ray processing chemical waste (developer and fixer)
- Lead foil wrappers (from x-ray film)
- Extracted teeth with mercury containing amalgam
- Mercury containing amalgam waste

Dental Waste Storage Containers:

1. In addition to the materials listed above, the Contractor must supply at no additional charge Dental Waste Storage Containers and all labeling as detailed below:
 - a. Dental Waste Storage Containers:
 - i. X-ray processing chemical waste storage containers: 5 Gallon Opaque plastic containers. These containers are to be labeled "HAZARDOUS WASTE".
 - ii. Mercury containing amalgam waste and Extracted teeth with mercury containing amalgam waste containers: 1 Quart to ½ Gallon Opaque Plastic Containers. These containers are to be labeled "HAZARDOUS WASTE".
 - iii. Lead Foil Wrapper containers: 1 Quart cardboard box.

Hazardous and Non-Hazardous Pharmaceutical Waste

The Contractor will be responsible for providing services, including materials, supplies and procedures, for the collection, storage, tracking, pick-up, transportation and disposal, and/or recycling of all Resource Conservation and Recovery Act (RCRA) Hazardous and Non-Hazardous Pharmaceutical Waste as defined below:

1. Non-hazardous pharmaceuticals, e.g. over-the-counter (OTC) medications, non-RCRA prescription medications, contraceptives, antibiotics, hormones, and controlled substances approved for disposal or destruction
2. Hazardous pharmaceuticals (Hazardous Pharmaceuticals found on the following RCRA hazardous waste classification lists: P-List, U-List, and D-List)
3. Hazardous Pharmaceutical Waste having any of the following four characteristics or material properties that pose a risk of damage to people or the environment: Ignitability, Corrosivity, Reactivity, or Toxicity.

4. Expired medications, unwanted medication (i.e., patient discontinues use) and waste medication (i.e. patient refused to take or spits it out), manufacturers' samples, product used in compounding or Intravenous preparation, spilled or broken product no longer usable for its intended purpose, and any item used in cleaning up a pharmaceutical spill (vermiculite, paper towels, etc.).

Organization/Tracking of Hazardous Pharmaceutical Waste:

1. The Contractor must develop, establish, and maintain a system/list/methodology at each facility for the purpose of simply identifying and appropriately sorting types of Hazardous Pharmaceutical Waste for proper containerization and recordkeeping as required by applicable regulations.
2. The Contractor shall utilize the NYSDEC Hazardous Waste Manifest System and all associated forms as required by NYSDEC regulations.

Pharmaceutical Waste Storage Containers:

1. In addition to the materials listed above, the Contractor must supply at no additional charge Pharmaceutical Waste Storage Containers and all labeling as detailed below:
 - a. Pharmaceutical Waste Storage Containers are to be plastic lidded containers either white or clear/opaque in color. 'P' Waste Code containers shall be no larger than 2 gallons in volume. All other Pharmaceutical Waste containers shall be no smaller than two (2) gallons and no larger than five (5) gallons in volume. All Pharmaceutical Waste Containers shall be labeled with a white sticker with black print (Arial Font no smaller than 48 point) identifying the contents by both the Waste Codes and Descriptions as shown below:
 - **P** – Acute Hazardous
 - **U** – Toxic Hazardous
 - **DC** – Characteristic Corrosive Hazardous
 - **DI** – Characteristic Ignitable Hazardous
 - **DR** – Characteristic Reactive Hazardous
 - **DT** – Characteristic Toxic Hazardous
 - **SH** – Hazardous Pharmaceutical Waste Sharps
 - **T** – Other DOT - Non-RCRA Waste
 - **N** – Non-Hazardous Pharmaceutical Waste

Subcontracting for any of the above items will be acceptable to DOCCS. Please refer to Section 5.7 – Subcontractors for guidelines.

4.2 Frequency, Waste Pick-Up Location(s) & Pick-Up Times

Attachment G – Frequency, Waste Pick-Up Location(s) & Pick Up Times lists all correctional facilities and provides the frequency of pickups required, location(s) where the waste is stored, and the allowable times when pickups may occur for each correctional facility.

DOCCS reserves the right to add and/or delete correctional facilities and to modify waste pick-up location(s) and pick-up times. The contractor shall be given timely written notification of any additional or deleted correctional facilities and modification to waste pick-up location(s) and pick-up times.

The frequency of pickups listed are estimated only. Actual frequency of pickups may be higher or lower depending on the needs of the correctional facility. No guarantee on the frequency of pickups is implied or given.

4.3 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.

Note: State Offices are open on Lincoln's Birthday and Election Day.

4.4 Public Work – Prevailing Wage

This is a public works project and is subject to New York State Department of Labor, Labor Law Section 220. The Contractor shall post the appropriate prevailing wage schedules in a conspicuous place on the site of the public work project. The Department of Labor shall provide the Contractor with posters relating to prevailing wage rates and the same shall be displayed by the Contractor in a conspicuous place at the public work project site. The Contractor shall also distribute wallet cards, to be provided by the Department of Labor, to all workers engaged at the public work project site containing information relating to wage rates and telephone numbers to call if a worker believes his or her rights are being violated. The Contractor shall provide each worker with a written notice, informing them of the applicable prevailing wage requirements, and the Contractor must obtain a signed statement or declaration from such worker attesting to the fact that he or she has been given this information.

Further, the Contractor is required to keep certified copies of its payrolls at the public work project site. Pursuant to the New York State Department of Labor, Labor Law Section 220, paragraph a of subdivision 3-a, the Contractor and all subcontractors shall provide written notice to all laborers, workers, or mechanics of the prevailing wage rate for their particular job classification on each paystub. In the event that the required information will not fit on the pay stub, an accompanying sheet or attachment of the information will suffice. The Contractor and all subcontractors shall post a notice at the beginning of the performance of every public work contract on each job site that includes the telephone number and address for the Department of Labor and a statement informing laborers, workers or mechanics of their right to contact the Department of Labor if he/she is not receiving the proper prevailing rate of wages and/or

supplements for his/her particular job classification. The required notification will be provided with each wage schedule, may be downloaded from the NYS DOL website www.labor.ny.gov, or made available upon request by contacting the Bureau of Public Work at 518-457-5589.

The following Prevailing Rate Case Numbers have been assigned to the project:

Region 1 – PRC #2016900680

Region 2 – PRC #2016900681

Region 3 – PRC #2016900682

Region 4 – PRC #2016900683

Region 5 – PRC #2016900684

To view the PDF version for a specific Region's wage schedule, Article 9, click on <https://wpp.labor.state.ny.us/wpp/showFindProject.do?method=showIt>.

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 2016-09 (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 Offeror/Bidder during the procurement process. An Offeror/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 Offeror/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 Offeror/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. Utilize any and all ideas submitted in the bids received.
5. Negotiate with Bidders responding to this Solicitation within the Solicitation requirements to serve the best interests of the State.
6. Begin contract negotiations with Bidder(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.
7. Waive any non-material requirement not met by all Bidders.
8. Not make an award from this Solicitation or withdraw any tentative awards made as a result of this Solicitation.
9. Make an award under this Solicitation in whole or in part.
10. Make multiple contract awards pursuant to the Solicitation.
11. Have any service completed via separate competitive bid or other means, as determined to be in the best interest of the State.
12. Seek clarifications of bids.
13. Disqualify any bidder whose conduct and/or bid fails to conform to the requirements of the IFB.
14. Prior to the bid opening, amend the IFB specifications to correct errors or oversights, or to supply additional information, as it becomes available.
15. Change any of the scheduled dates stated herein with written notice to all bidders who have received this IFB.
16. Waive any requirements that are not material.
17. If two or more bids 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 approval, DOCCS shall, upon request, provide a debriefing which would be limited to review of the requesting bidder's bid. Requests for a debriefing prior to final contract approval by an unsuccessful bidder(s) must be addressed to DOCCS in writing. The debriefing prior to final contract approval must be requested in writing within 15 calendar days of notification that the bidder's submission was unsuccessful.

After the final contract approval, 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. Requests for debriefings by an unsuccessful bidder(s) must be addressed to DOCCS in writing. The post-award debriefing should be requested in writing by the bidder within 30 calendar days of contract approval by OSC.

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 Offeror 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 D 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 <http://www.doccs.ny.gov/RFPs/rfps.html> to complete electronically. After completing, download the forms and include with your submission. Attachment D 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://www.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.

Bidders/proposers can demonstrate their commitment to the use of SDVOBs by completing the form entitled *Use of Service-Disabled Veteran-Owned Business Enterprises in Contract Performance* (Attachment C – Legal Required Forms) and returning the completed form with your bid/proposal.

5.14 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 C – Legal Required Forms).

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.

5.15 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 \$2,000,000 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) Environmental Liability Insurance. If the work involves abatement, removal, repair, replacement, enclosure, encapsulation and/or disposal of any pollutants, which includes but are not limited to, petroleum, petroleum product, hazardous materials or substances, including asbestos, lead, fungus and those as defined by applicable state and federal laws and regulations, the Contractor shall maintain in full force and effect throughout the term hereof, pollution legal liability insurance with limits of not less than \$2,000,000, providing coverage for bodily injury and property damage, including loss of use of damaged property or of property that has not been physically injured. Such policy shall provide coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants, including any loss, cost or expense incurred as a result of any cleanup of pollutants or in the investigation, settlement or defense of any claim, suit, or proceedings against DOCCS arising from the Contractor's work.

If automobiles are to be used for transporting hazardous materials, the Contractor shall provide pollution liability broadened coverage for covered autos (endorsement CA 99 48 03 06 or CA 01 12 03 06) as well as proof of the Motor Carrier Act Endorsement (MCS90).

d) 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.

5.16 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 contractor’s 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.

5.17 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 defend, 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 Non-Collusive 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 DOCCS Departmental Directives, Policies and Procedures

The Contractor shall agree to abide by all relevant departmental directives, policies and procedures (see Attachment H). All of the Contractor's employees and subcontractors that provide services are subject to background checks.

Upon award of the contract, the Contractor will be provided with appropriate instructions with respect to Department rules, regulations, and directives.

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ATTACHMENT A

Appendix A - Standard Clauses for New York State Contracts

APPENDIX A

**STANDARD CLAUSES FOR
NEW YORK STATE CONTRACTS**

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

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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. CONFLICTING TERMS. 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. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. 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. NO ARBITRATION. 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. SERVICE OF PROCESS. 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. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. 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/Offerors 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.

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ATTACHMENT B

Bid Cost Form

New York State Department of Corrections and Community Supervision

Instructions for Completing Bid Cost Form

- Bidders must submit pricing for **all** correctional facilities and price lines for the Region to be considered for contract award.
- Failure to provide pricing for **all** correctional facilities for the Region will deem the bid non-responsive and rejected for that specific Region only.
- The Bidder shall provide a Unit Price for Medical Waste Management Services. This Unit Price shall include all ancillary/associated costs. Payment to Contractor will be based on the actual number of containers picked up per visit and the size of each container. Payment will be calculated according to the following example:

<u>Unit Price</u>	X	<u>Number of Containers Picked Up</u>	X	<u>Container Size</u>	=	<u>Amount Paid to Contractor</u>
\$2.50/gal.	X	25	X	3 gal.	=	\$200.63
		2	X	2 gal.	=	
		5		1 quart (1/4 gal.)	=	

- Estimated annual quantities are for evaluation purposes only. Actual quantities may be higher or lower depending on the needs of the correctional facility. There is no guarantee of quantities under any contract resulting from this IFB.
- DOCCS reserves the right to add and/or delete correctional facilities and to modify waste pick-up location(s) and pick-up times. The contractor shall be given timely written notification of any additional or deleted correctional facilities and modification to waste pick-up location(s) and pick-up times.
- The frequency of pickups listed are estimated only. Actual frequency of pickups may be higher or lower depending on the needs of the correctional facility. No guarantee on the frequency of pickups is implied or given.

New York State Department of Corrections and Community Supervision

Bid Cost Form

REGION 1

Correctional Facility	Estimated Frequency of Pickups	Estimated Annual Quantity		Unit Price		Annual Total
Albion	Monthly	3,600 gallons	X	\$_____/gallon	=	\$_____
Attica	Monthly	9,563 gallons	X	\$_____/gallon	=	\$_____
Collins	Monthly	1,950 gallons	X	\$_____/gallon	=	\$_____
Gowanda	Monthly	300 gallons	X	\$_____/gallon	=	\$_____
Groveland	Monthly	2,625 gallons	X	\$_____/gallon	=	\$_____
Lakeview	Monthly	450 gallons	X	\$_____/gallon	=	\$_____
Livingston	Monthly	648 gallon	X	\$_____/gallon	=	\$_____
Orleans	Monthly	4,125 gallons	X	\$_____/gallon	=	\$_____
Rochester (small facility)	As Needed	<1 gallon	X	\$_____/gallon	=	\$_____
Wende	Bi-Monthly	18,000 gallons	X	\$_____/gallon	=	\$_____
Wyoming	Monthly	2,250 gallons	X	\$_____/gallon	=	\$_____
REGION 1 - GRAND TOTAL						\$_____

Name of Company Bidding: _____

NOTE: Estimated annual quantities are for evaluation purposes only. Actual quantities may be higher or lower depending on the needs of the correctional facility. There is no guarantee of quantities under any contract resulting from this IFB.

New York State Department of Corrections and Community Supervision

Bid Cost Form

REGION 2

Correctional Facility	Estimated Frequency of Pickups	Estimated Annual Quantity		Unit Price		Annual Total
Adirondack	Quarterly	4,040 gallons	X	\$_____/gallon	=	\$_____
Altona	Monthly	300 gallons	X	\$_____/gallon	=	\$_____
Bare Hill	Monthly	2,775 gallons	X	\$_____/gallon	=	\$_____
Cape Vincent	Monthly	450 gallons	X	\$_____/gallon	=	\$_____
Clinton	Monthly	4,500 gallons	X	\$_____/gallon	=	\$_____
Franklin	Monthly	188 gallons	X	\$_____/gallon	=	\$_____
Gouverneur	Monthly	1,575 gallons	X	\$_____/gallon	=	\$_____
Ogdensburg	Monthly	120 gallons	X	\$_____/gallon	=	\$_____
Riverview	Monthly	200 gallons	X	\$_____/gallon	=	\$_____
Upstate	Monthly	840 gallons	X	\$_____/gallon	=	\$_____
Watertown	Monthly	1,275 gallons	X	\$_____/gallon	=	\$_____
REGION 2 - GRAND TOTAL						\$_____

Name of Company Bidding: _____

NOTE: Estimated annual quantities are for evaluation purposes only. Actual quantities may be higher or lower depending on the needs of the correctional facility. There is no guarantee of quantities under any contract resulting from this IFB.

New York State Department of Corrections and Community Supervision

Bid Cost Form

REGION 3

Correctional Facility	Estimated Frequency of Pickups	Estimated Annual Quantity		Unit Price		Annual Total
Auburn	Bi-Weekly	6,750 gallons	X	\$_____/gallon	=	\$_____
Cayuga	Bi-Monthly	1,050 gallons	X	\$_____/gallon	=	\$_____
Elmira	Monthly	22,500 gallons	X	\$_____/gallon	=	\$_____
Five Points	Monthly	3,750 gallons	X	\$_____/gallon	=	\$_____
Hale Creek	Monthly	140 gallons	X	\$_____/gallon	=	\$_____
Marcy	Monthly	200 gallons	X	\$_____/gallon	=	\$_____
Mid-State	Monthly	225 gallons	X	\$_____/gallon	=	\$_____
Mohawk	Monthly	6,418 gallons	X	\$_____/gallon	=	\$_____
Southport	Monthly	1,548 gallons	X	\$_____/gallon	=	\$_____
Willard	Bi-Monthly	360 gallons	X	\$_____/gallon	=	\$_____
REGION 3 - GRAND TOTAL						\$_____

Name of Company Bidding: _____

NOTE: Estimated annual quantities are for evaluation purposes only. Actual quantities may be higher or lower depending on the needs of the correctional facility. There is no guarantee of quantities under any contract resulting from this IFB.

**New York State Department of Corrections and Community Supervision
Bid Cost Form**

REGION 4

Correctional Facility	Estimated Frequency of Pickups	Estimated Annual Quantity		Unit Price		Annual Total
Coxsackie	Monthly	3,750 gallons	X	\$ _____/gallon	=	\$ _____
Eastern	Bi-Weekly	1,875 gallons	X	\$ _____/gallon	=	\$ _____
Great Meadow	Monthly	6,300 gallons	X	\$ _____/gallon	=	\$ _____
Greene	Monthly	150 gallons	X	\$ _____/gallon	=	\$ _____
Hudson	Monthly	450 gallons	X	\$ _____/gallon	=	\$ _____
Moriah	Bi-Annual	750 gallons	X	\$ _____/gallon	=	\$ _____
Otisville	Bi-Weekly	4,500 gallons	X	\$ _____/gallon	=	\$ _____
Shawangunk	Monthly	2,138 gallons	X	\$ _____/gallon	=	\$ _____
Sullivan	Monthly	1,800 gallons	X	\$ _____/gallon	=	\$ _____
Ulster	Monthly	775 gallons	X	\$ _____/gallon	=	\$ _____
Walkill	Monthly	1,950 gallons	X	\$ _____/gallon	=	\$ _____
Washington	Monthly	520 gallons	X	\$ _____/gallon	=	\$ _____
Woodbourne	Monthly	1,500 gallons	X	\$ _____/gallon	=	\$ _____
REGION 4 - GRAND TOTAL						\$ _____

Name of Company Bidding: _____

NOTE: Estimated annual quantities are for evaluation purposes only. Actual quantities may be higher or lower depending on the needs of the correctional facility. There is no guarantee of quantities under any contract resulting from this IFB.

New York State Department of Corrections and Community Supervision

Bid Cost Form

REGION 5

Correctional Facility	Estimated Frequency of Pickups	Estimated Annual Quantity		Unit Price		Annual Total
Bedford Hills	Monthly	1,000 gallons	X	\$_____	/gallon	= \$_____
Downstate	Bi-Weekly	17,550 gallons	X	\$_____	/gallon	= \$_____
Edgecombe	Weekly	150 gallons	X	\$_____	/gallon	= \$_____
Fishkill	Bi-Weekly	13,800 gallons	X	\$_____	/gallon	= \$_____
Green Haven	Monthly	9,750 gallons	X	\$_____	/gallon	= \$_____
Lincoln	Quarterly	50 gallons	X	\$_____	/gallon	= \$_____
Queensboro	Monthly	180 gallons	X	\$_____	/gallon	= \$_____
Sing Sing	Monthly	750 gallons	X	\$_____	/gallon	= \$_____
Taconic	Monthly	2,025 gallons	X	\$_____	/gallon	= \$_____
REGION 5 - GRAND TOTAL						\$_____

Name of Company Bidding: _____

NOTE: Estimated annual quantities are for evaluation purposes only. Actual quantities may be higher or lower depending on the needs of the correctional facility. There is no guarantee of quantities under any contract resulting from this IFB.

ATTACHMENT C

Legal Required Forms

All bidders must submit the following required forms with bid. Forms are provided in this attachment unless otherwise noted:

- Procurement Lobbying Certification / Prior Non-Responsibility Determinations / Offeror Certification / Procurement Lobbying Termination
- Vendor Responsibility Questionnaire (if not completed online) (see Section 5.11 for information and web links to complete)
- Use of Service-Disabled Veteran-Owned Business Enterprises in Contract Performance
- Encouraging Use of New York State Businesses in Contract Performance

The following documentation will be required only upon notice of tentative award:

- Compliance with Workers' Compensation and NYS Disability Benefits Insurance Requirements (see Section 5.16):
 - Proof of Compliance with Workers' Compensation Coverage
 - Proof of Compliance with Disability Benefits Coverage
- Contractor Insurance Requirements (see Section 5.15):
 - Commercial General Liability
 - Comprehensive Business Automobile Liability
 - Environmental Liability
- Tax and Finance Form ST-220-CA (Form ST-220-TD is filed directly with NYS Department of Tax & Finance) – To access and complete these forms, use the following links:
http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf
http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf
- Non-Disclosure Agreement

PROCUREMENT LOBBYING CERTIFICATION

By signing, the offeror/bidder affirms that it understands and agrees to comply with the NYS Department of Corrections and Community Supervision (DOCCS) procedures relative to permissible contacts, as required by State Finance Law §139-j and §139-k.

Procurement Lobbying information can be accessed at:
http://ogs.ny.gov/aboutogs/regulations/advisoryCouncil/sfl_139j.asp and
<http://codes.findlaw.com/ny/state-finance-law/stf-sect-139-k.html>

Offeror affirms that it understands and agrees to comply with the procedures of the DOCCS 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.

Offeror Certification:

I certify that all information provided to the DOCCS 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.

USE OF SERVICE-DISABLED VETERAN-OWNED BUSINESS ENTERPRISES IN CONTRACT PERFORMANCE

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.

Bidders/proposers can demonstrate their commitment to the use of SDVOBs by responding to the questions below and including the responses with their bid/proposal:

Bidder/Proposer Name _____

Solicitation #IFB 2016-09

Bidder/Proposer Address _____

Are you a bidder/proposer that is a NYS certified SDVOB? Yes ___ No ___

If yes, what is your DSDVBD Control #? _____

**USE OF SERVICE-DISABLED VETERAN-OWNED BUSINESS ENTERPRISES
IN CONTRACT PERFORMANCE (continued)**

Will NYS certified SDVOBs be used in the performance of this contract? Yes ___ No ___

If yes, identify the NYS certified SDVOBs that will be used below. (If additional space is required, please add to the table below).

SDVOB Name	SDVOB Address	DSDVBD Control #	Contract #
Nature of Participation	% of Total Work Performed	\$ Amount	

Authorized Signature _____ Date _____

Contractor will report on **actual** participation by each SDVOB during the term of the contract to the contracting agency/authority on a quarterly basis according to policies and procedures set by the contracting agency/authority.

NOTE: Information about set asides for SDVOB participation in public procurement can be found <http://www.ogs.ny.gov/Core/SDVOBA.asp> which provides guidance for State agencies in making determinations and administering set asides for procurements from SDVOBs.

**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 inmates and supervises parolees in New York State. DOCCS possesses information relating to inmates and/or parolees 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, all information concerning employment applicants, 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, its 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 New York State Office of Information Technology Services policy. See link: <http://www.its.ny.gov/>.
- 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 SANDRA L. DOWNEY
(please print) _____

Signature _____

Title DIRECTOR OF BUDGET AND FINANCE

Date _____

ATTACHMENT D

M/WBE Requirements and Forms

All bidders must submit the following required forms **with bid**. Forms are provided in this attachment unless otherwise noted:

- M/WBE and EEO Policy Statement
- EEO 100 – Staffing Plan

The following form will be required **only after notice of tentative award**:

- M/WBE 100-G Utilization Plan

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

I. General Provisions

- A. The Department of Corrections and Community Supervision (hereinafter referred to as "DOCCS") is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. The contractor to the subject contract (the "Contractor" and the "Contract," respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the New York State DOCCS (the "DOCCS"), to fully comply and cooperate with the DOCCS in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for certified minority and women-owned business enterprises ("MWBEs"). The Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, state or local laws.
- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Appendix or enforcement proceedings as allowed by the Contract.

II. Contract Goals

- A. For purposes of this procurement, the DOCCS hereby establishes an overall goal of 30% for Minority and Women-Owned Business Enterprises ("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 (collectively, "MWBE Contract Goals") based on the current availability of qualified MBEs and WBEs.
- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in Section II-A hereof, the Contractor should reference the directory of New York State Certified MBWEs found at the following internet address: <https://ny.newnycontracts.com>.

Additionally, the Contractor is encouraged to contact the Division of Minority and Woman Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

- C. Where MWBE Contract Goals have been established herein, pursuant to 5 NYCRR §142.8, the Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 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 a finding constitutes a breach of contract and the Contractor shall be liable to the DOCCS for liquidated or other appropriate damages, as set forth herein.

III. Equal Employment Opportunity (EEO)

- A. The Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the "Division"). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.
- B. The Contractor shall comply with the following provisions of Article 15-A:
1. Contractor and subcontractor performing work on the Contract ("Subcontractor") shall undertake or continue existing EEO 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, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
 2. The Contractor shall submit an EEO policy statement to the DOCCS within seventy two (72) hours after the date of the notice by DOCCS to award the Contract to the Contractor.
 3. If the Contractor or Subcontractor does not have an existing EEO policy statement, the DOCCS may provide the Contractor or Subcontractor a model statement (see Form – Minority and Women-Owned Business Enterprises Equal Employment Opportunity Policy Statement).
 4. The Contractor's EEO policy statement shall include the following language:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women 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.
 - b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the 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.
 - c. 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.
 - d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "E" of this Section III, which provides for relevant provisions of the Human Rights Law, 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 Contract.

C. Form 101 - Staffing Plan

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. The Contractor shall complete the Staffing plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

D. Form 103 - Workforce Employment Utilization Report ("Workforce Report")

1. Once a contract has been awarded and during the term of Contract, the Contractor is responsible for updating and providing notice to the DOCCS of any changes to the previously submitted Staffing Plan. This information is to be submitted on a quarterly basis during the term of the contract to report the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted to report this information.
2. Separate forms shall be completed by Contractor and any Subcontractor.
3. In limited instances, the Contractor may not be able to separate out the workforce utilized in the performance of the Contract from the Contractor's and/or Subcontractor's total workforce. When a separation can be made, the Contractor shall submit the Workforce Report and indicate that the information provided related to the actual 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, the Contractor shall submit the Workforce Report and indicate that the information provided is the Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.

- E. The Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and Subcontractors shall 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.

IV. MWBE Utilization Plan

- A. The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan, by submitting evidence thereof through the New York State Contract System ("NYSCS"), which can be viewed at <https://ny.newnycontracts.com>, provided, however, that the Contractor may arrange to provide such evidence via a non-electronic method to DOCCS, either prior to, or at the time of, the execution of the contract.
- B. The Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this Appendix.
- C. The Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, DOCCS shall be entitled to any remedy provided herein, including but not limited to, a finding of the Contractor non-responsiveness.

V. Waivers

- A. For Waiver Requests, the Contractor should use the NYSCS, provided, however, that Bidder may arrange to provide such evidence via a non-electronic method to DOCCS.
- B. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the DOCCS shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.
- C. If the DOCCS, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that the Contractor is failing or refusing to comply with the MWBE Contract Goals and no waiver has been issued in regards to such non-compliance, the DOCCS may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

VI. Quarterly MWBE Contractor Compliance Report

The Contractor is required to submit a Quarterly MWBE Contractor Compliance Report through the NYSCS, provided, however, that Bidder may arrange to provide such evidence via a non-electronic method to the DOCCS by the 10th day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

VII. Liquidated Damages - MWBE Participation

- A. Where DOCCS determines that the Contractor is not in compliance with the requirements of the Contract and the Contractor refuses to comply with such requirements, or if the Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, the Contractor shall be obligated to pay to the DOCCS liquidated damages.
- B. 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.
- C. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the DOCCS, the Contractor shall pay such liquidated damages to the DOCCS within sixty (60) days after they are assessed by the DOCCS unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the DOCCS.

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.

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.

M/WBE Contract Goals

_____ % Minority and Women’s Business Enterprise Participation
_____ % Minority Business Enterprise Participation
_____ % Women’s Business Enterprise Participation

EEO Contract Goals

_____ % Minority Labor Force Participation
_____ % Female Labor Force Participation

(Authorized Representative)

Title: _____

Date: _____

Contact:

**Department of Corrections and Community Supervision
Support Operations / Contract Procurement Unit
The Harriman State Campus
1220 Washington Ave
Albany, NY 12226**

NEW YORK STATE DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION

**EEO STAFFING PLAN
(EQUAL EMPLOYMENT OPPORTUNITY)**

SUBMIT WITH BID OR PROPOSAL

Solicitation No.:	Reporting Entity: <input type="checkbox"/> Contractor <input type="checkbox"/> Subcontractor	Report includes Contractor's: <input type="checkbox"/> Contractor's workforce to be utilized on this contract <input type="checkbox"/> Contractor's total workforce <input type="checkbox"/> Subcontractor's workforce to be utilized on this contract <input type="checkbox"/> Subcontractor's total workforce
Contractor/Subcontractor's Name:		Submit completed form to: Department of Corrections and Community Supervision Support Operations / Contract Procurement Unit The Harriman State Campus 1220 Washington Ave Albany, NY 12226
Contractor/Subcontractor's Address:		
FEIN:	Telephone NO.:	

Enter the total number of employees for each classification.

EEO Job Category	Total Workforce	Workforce by Gender		Workforce by Race/Ethnic Identification										Disabled		Veteran		
		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)		(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.:				DATE:					
								E-MAIL ADDRESS:									
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** - 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.

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 <input type="checkbox"/> MBE <input type="checkbox"/> WBE Federal ID No. _____		
B.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE Federal ID No. _____		
C.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> 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:
 Department of Corrections and Community Supervision
 Support Operations / Contract Procurement Unit
 The Harriman State Campus
 1220 Washington Ave
 Albany, NY 12226

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.

ATTACHMENT E

Bid Submission Checklist

New York State Department of Corrections and Community Supervision

Bid Submission Checklist

All Bidders must complete and submit the Bid Submission Checklist to certify that all required information, including mandatory forms and document requirements for the IFB, have been completed and/or met and included in this bid submission.

Check Box	Checklist Item	Number of Originals	Number of Exact Copies
	Bid Signature Page (see Page 3)	2	3
	Cover Letter, signed by authorized representative, providing all required information/documentation (see Sections 1.4 & 2.2.1)	2	3
	Bid Cost Form (see Attachment B)	2	3
	Signed copies of any addenda released for this solicitation	2	3
	Bid Submission Checklist (this form)	1	1
Legal Required Forms			
	Procurement Lobbying Certification / Prior Non-Responsibility Determinations / Offeror Certification / Procurement Lobbying Termination (see Attachment C)	1	1
	Vendor Responsibility Questionnaire (see Section 5.11): Online Questionnaire Certified Date: _____ OR Paper Questionnaire Submission	1	1
	Use of Service-Disabled Veteran-Owned Business Enterprises in Contract Performance (see Attachment C)	1	1
	Encouraging Use of NYS Businesses in Contract Performance (see Attachment C)	1	1
M/WBE Required Forms			
	M/WBE – EEO Policy Statement (see Attachment D)	1	1
	EEO Staffing Plan (see Attachment D)	1	1

AUTHORIZED SIGNATURE

COMPANY NAME

PRINTED NAME

TITLE

DATE

ATTACHMENT F

HUB Breakdown

New York State DOCCS Facilities and Regional Map

NYS Department of Corrections and Community Supervision

HUB BREAKDOWN

REGION 1 Wende Hub	
Albion CF	Livingston CF
Attica CF	Orleans CF
Collins CF	Rochester CF
Gowanda CF	Wende CF
Groveland CF	Wyoming CF
Lakeview SICF	

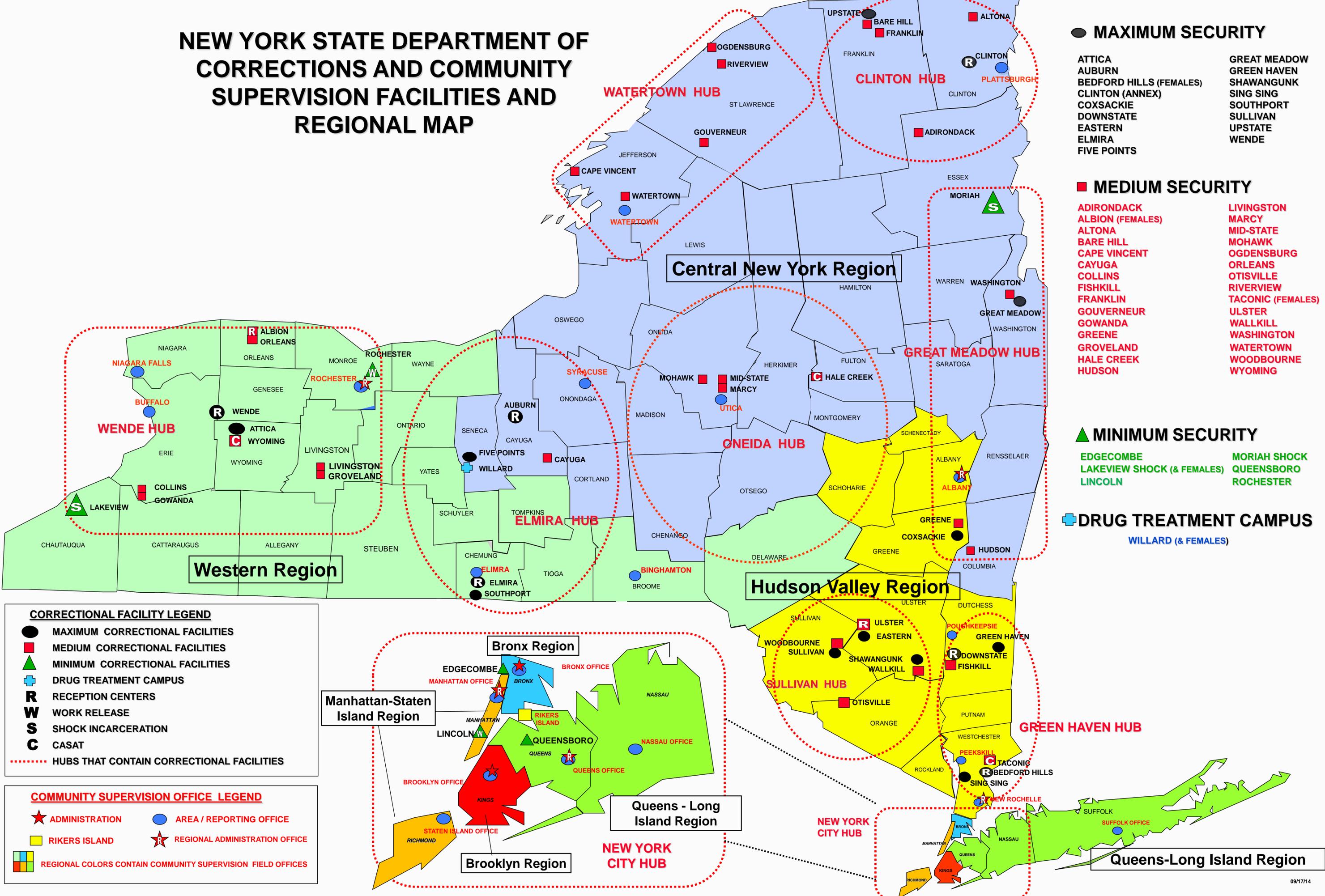
REGION 2 Watertown & Clinton Hubs	
Adirondack CF	Gouverneur CF
Altona CF	Ogdensburg CF
Bare Hill CF	Riverview CF
Cape Vincent CF	Upstate CF
Clinton CF	Watertown CF
Franklin CF	

REGION 3 Elmira & Oneida Hubs	
Auburn CF	Marcy CF
Cayuga CF	Mid-State CF
Elmira CF	Mohawk CF
Five Points CF	Southport CF
Hale Creek CF	Willard CF

REGION 4 Sullivan & Great Meadow Hubs	
Coxsackie CF	Shawangunk CF
Eastern CF	Sullivan CF
Great Meadow CF	Ulster CF
Greene CF	Wallkill CF
Hudson CF	Washington CF
Moriah	Woodbourne CF
Otisville CF	

REGION 5 Green Haven & NYC Hubs	
Bedford Hills CF	Lincoln CF
Downstate CF	Queensboro CF
Edgecombe CF	Sing Sing CF
Fishkill CF	Taconic CF
Green Haven CF	

NEW YORK STATE DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION FACILITIES AND REGIONAL MAP



● MAXIMUM SECURITY

- | | |
|-------------------------|--------------|
| ATTICA | GREAT MEADOW |
| AUBURN | GREEN HAVEN |
| BEDFORD HILLS (FEMALES) | SHAWANGUNK |
| CLINTON (ANNEX) | SING SING |
| COXSACKIE | SOUTHPORT |
| DOWNSTATE | SULLIVAN |
| EASTERN | UPSTATE |
| ELMIRA | WENDE |
| FIVE POINTS | |

■ MEDIUM SECURITY

- | | |
|------------------|-------------------|
| ADIRONDACK | LIVINGSTON |
| ALBION (FEMALES) | MARCY |
| ALTONA | MID-STATE |
| BARE HILL | MOHAWK |
| CAPE VINCENT | OGDENSBURG |
| CAYUGA | ORLEANS |
| COLLINS | OTISVILLE |
| FISHKILL | RIVERVIEW |
| FRANKLIN | TACONIC (FEMALES) |
| GOVERNEUR | ULSTER |
| GOWANDA | WALLKILL |
| GREENE | WASHINGTON |
| GROVELAND | WATERTOWN |
| HALE CREEK | WOODBOURNE |
| HUDSON | WYOMING |

▲ MINIMUM SECURITY

- | | |
|----------------------------|--------------|
| EDGECOMBE | MORIAH SHOCK |
| LAKEVIEW SHOCK (& FEMALES) | QUEENSBORO |
| LINCOLN | ROCHESTER |

⊕ DRUG TREATMENT CAMPUS

WILLARD (& FEMALES)

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 COMMUNITY SUPERVISION FIELD OFFICES

ATTACHMENT G

Frequency, Waste Pick-Up Location(s) & Pick-Up Times

New York State Department of Corrections and Community Supervision

Frequency, Waste Pick-Up Location(s) & Pick-Up Times

CORRECTIONAL FACILITY	ESTIMATED FREQUENCY	WASTE PICK-UP LOCATION(S)	PICK-UP TIMES (allowable times when pickups may occur)
REGION 1 (WENDE HUB)			
Albion CF 3595 State School Rd. Albion, NY 14411	Monthly	medical waste building	Monday - Friday 8:00 AM - 2:00 PM
Attica CF 639 Exchange Street Attica, NY 14011	Monthly	hospital	Monday - Friday 8:00 AM - 2:00 PM
Collins CF Middle Road Collins, NY 14034	Monthly	medical waste room	Monday - Friday 8:00 AM - 11:00 AM & 12:00 pm - 2:30 PM
Gowanda CF South Road Gowanda, NY 14070	Monthly	hazardous waste room	Monday - Friday 8:00 AM - 2:00 PM
Groveland CF 7000 Sonyea Rd., Sonyea, NY 14556	Monthly	shed outside fence line	Monday - Friday 7:30 AM - 3:30 PM
Lakeview SICF 9300 Lake Avenue Brockton, NY 14716	Monthly	shed outside infirmary	Monday - Friday 8:00 AM - 2:30 PM
Livingston CF 7005 Sonyea Rd. Sonyea, NY 14556	Monthly	medical waste building	Monday - Friday 8:30 AM - 10:45 AM & 11:30 AM - 2:15 PM
Orleans CF 3595 Gaines Basin Road Albion, NY 14411	Monthly	storage shed	Monday - Friday 8:30 AM - 2:00 PM
Rochester CF 470 Ford Street Rochester, NY 14608 (small facility, limited need)	As Needed Basis	facility will specify	facility will specify
Wende CF 3040 Wende Road Alden, NY 14004	Bi-Monthly	rear loading dock area	Tuesday – Friday 11:00 AM – 1:30 PM
Wyoming CF 3203 Dunbar Road Attica, NY 14011	Monthly	medical waste building	Monday - Friday 8:00 AM – 2:00 PM

New York State Department of Corrections and Community Supervision

Frequency, Waste Pick-Up Location(s) & Pick-Up Times (continued)

CORRECTIONAL FACILITY	ESTIMATED FREQUENCY	WASTE PICK-UP LOCATION(S)	PICK-UP TIMES (allowable times when pickups may occur)
REGION 2 (WATERTOWN & CLINTON HUBS)			
Adirondack CF 196 Ray Brook Road Ray Brook, NY 12977	Quarterly	behind gym	Monday - Friday 8:00 AM - 10:30 AM & 11:45 AM - 2:30 PM
Altona CF 555 Devils Den Road Altona, NY 12910	Monthly	medical waste building	Monday - Friday 8:30 AM - 11:30 AM & 12:30 PM - 2:30 PM
Bare Hill CF 181 Brand Road Malone, NY 12953	Monthly	medical waste building	Monday - Friday 8:00 AM - 2:00 PM
Cape Vincent CF 36560 State Route 12E Cape Vincent, NY 13618	Monthly	medical waste bldg. #29	Monday - Friday 8:00 AM - 2:00 PM
Clinton CF 1156 Route 374 Dannemora, NY 12829	Monthly	medical waste storage area	Monday - Friday 8:00 AM - 2:00 PM
Franklin CF 62 Bare Hill Road Malone, NY 12953	Monthly	medical waste building	Monday - Friday 8:00 AM - 2:30 PM
Gouverneur CF 112 Scotch Settlement Rd. Gouverneur, NY 13642	Monthly	medical waste building	Monday - Friday 8:00 AM - 2:30 PM
Ogdensburg CF One Correction Way Ogdensburg, NY 13669	Monthly	medical waste building	Monday - Friday 8:30 AM - 3:30 PM
Riverview CF 1110 Tibbits Drive Ogdensburg, NY 13669	Monthly	medical waste building	Monday - Friday 8:00 AM - 3:00 PM
Upstate CF 309 Bare Hill Road Malone, NY 12953	Monthly	medical waste building	Monday - Friday 8:00 AM - 2:00 PM
Watertown CF 23147 Swan Road Watertown, NY 13601	Monthly	medical building	Monday - Friday 8:00 AM - 2:30 PM

New York State Department of Corrections and Community Supervision

Frequency, Waste Pick-Up Location(s) & Pick-Up Times (continued)

CORRECTIONAL FACILITY	ESTIMATED FREQUENCY	WASTE PICK-UP LOCATION(S)	PICK-UP TIMES (allowable times when pickups may occur)
REGION 3 (ELMIRA & ONEIDA HUBS)			
Auburn CF 135 State Street Auburn, NY 13021	Bi-Weekly	medical waste shed	Monday - Friday 8:00 AM - 4:00 PM
Cayuga CF 2202 State Route 38A Moravia, NY 13118	Bi-Monthly	medical waste shed	Monday - Friday 8:00 AM - 10:45 AM & 12:15 PM - 2:30 PM
Elmira CF 1879 Davis Street Elmira, NY 14902	Monthly	outside gates/fence	Monday - Friday 8:00 AM - 3:00 PM
Five Points CF 6600 State Route 96 Romulus, NY 14541	Monthly	infirmary	Monday - Friday 8:00 AM - 11:00 AM
Hale Creek ASACTC 279 Maloney Rd. Johnstown, NY 12095	Monthly	medical building	Monday - Friday 7:00 AM - 2:45 PM
Marcy CF 9000 Old River Rd. Marcy, NY 13403	Monthly	shed behind medical building	Monday - Friday 8:00 AM - 11:00 AM & 12:00 PM - 2:00 PM
Mid-State CF 9005 Old River Road Marcy, NY 13403	Monthly	medical waste building	Monday - Friday 8:00 AM - 11:00 AM & 1:00 PM - 3:00 PM
Mohawk CF 6100 School Road Rome, NY 13440	Monthly	Walsh, PCU, & dispensing pharmacy	Monday - Friday 8:00 AM - 4:00 PM
Southport CF 236 Bob Masia Drive Pine City, NY 14871	Monthly	medical waste storage	Monday - Friday 8:00 AM - 2:00 PM
Willard DTC 7116 County Route 132 Willard, NY 14588	Bi-Monthly	hatch building	Monday - Friday 8:00 AM - 2:00 PM

New York State Department of Corrections and Community Supervision

Frequency, Waste Pick-Up Location(s) & Pick-Up Times (continued)

CORRECTIONAL FACILITY	ESTIMATED FREQUENCY	WASTE PICK-UP LOCATION(S)	PICK-UP TIMES (allowable times when pickups may occur)
REGION 4 (SULLIVAN & GREAT MEADOW HUBS)			
Coxsackie CF 11260 Route 9W Coxsackie, NY 12051	Monthly	medical waste room	Monday - Friday 8:00 AM - 2:00 PM
Eastern CF 30 Institution Rd. Napanoch, NY 12458	Bi-Weekly	medical waste building	Monday - Friday 8:00 AM - 2:00 PM
Great Meadow CF 11739 State Route 22 Comstock, NY 12821	Monthly	medical waste shed	Monday - Friday 8:00 AM - 2:30 PM
Greene CF 165 Plank Road Coxsackie, NY 12051	Monthly	storage Shed	Monday - Friday 8:30 AM - 2:30 PM
Hudson CF 50 East Court Street Hudson, NY 12534	Monthly	box outside medical building	Monday - Friday 8:00 AM - 2:00 PM
Moriah SICF 75 Burhart Lane Mineville, NY 12956	Bi-Annual	medical waste building	Monday - Friday 8:00 AM - 3:00 PM
Otisville CF 57 Sanitorium Road Otisville, NY 10963	Bi-Weekly	storage shed near medical building	Monday – Friday 8:00 AM – 2:30 PM
Shawangunk CF 200 Quick Rd. Wallkill, NY 12589	Monthly	storage shed	Monday - Friday 8:00 AM - 11:00 AM & 1:00 PM - 2:30 PM
Sullivan CF 325 Riverside Drive Fallsburg, NY 12733	Monthly	through rear gate	Monday – Friday 8:00 AM – 2:30 PM
Ulster CF 750 Berme Road Napanoch, NY 12458	Monthly	medical building / regional pharmacy	Monday - Friday 7:30 AM - 10:30 AM & 12:00 PM - 2:00 PM
Wallkill CF 50 McKenderick Road Wallkill, NY 12589	Monthly	storage shed	Monday - Friday 7:30 AM - 2:30 PM
Washington CF 72 Lock 11 Lane Comstock, NY 12821	Monthly	medical waste building	Monday - Friday 8:00 AM - 11:00 AM & 12:00 PM - 2:00 PM
Woodbourne CF 99 Prison Road Woodbourne, NY 12788	Monthly	medical department	Monday - Friday 8:00 AM - 4:00 PM

New York State Department of Corrections and Community Supervision

Frequency, Waste Pick-Up Location(s) & Pick-Up Times (continued)

CORRECTIONAL FACILITY	ESTIMATED FREQUENCY	WASTE PICK-UP LOCATION(S)	PICK-UP TIMES (allowable times when pickups may occur)
REGION 5 (GREEN HAVEN & NYC HUBS)			
Bedford Hills CF 247 Harris Road Bedford Hills, NY 10507	Monthly	rear loading dock	Tuesday – Thursday 7:30 AM – 10:00 AM
Downstate CF 121 Red Schoolhouse Rd. Fishkill, NY 12524	Bi-Weekly	outside Admin building	Monday - Friday 8:00 AM - 4:00 PM
Edgecombe CF 611 Edgecombe Ave. New York, NY 10032	Weekly	front door	Monday - Friday 8:00 AM - 4:00 PM
Fishkill CF 18 Strack Drive Beacon, NY 12508	Bi-Weekly	RMU basement	Monday – Friday 8:00 AM – 1:30 PM
Green Haven CF 594 Route 216 Stormville, NY 12582	Monthly	locked shed	Monday - Friday 7:00 AM - 2:00 PM
Lincoln CF 31-33 West 110th Street New York, NY 10026	Quarterly	nurse hands to vendor in lobby	Monday - Friday 8:00 AM - 4:00 PM
Queensboro CF 47-04 Van Dam Street Long Island City, NY 11101	Monthly	loading dock	Monday - Friday 8:00 AM - 11:00 AM
Sing Sing CF 354 Hunter Street Ossining, NY 10562	Monthly	medical waste building (hospital basement)	Monday – Friday 8:00 AM – 2:30 PM
Taconic CF 250 Harris Road Bedford Hills, NY 10507	Monthly	front of 93 bldg. shed	Monday - Friday 8:00 AM - 3:00 PM

ATTACHMENT H

DOCCS Directive #2216

 Corrections and Community Supervision DIRECTIVE	TITLE Fingerprinting/Criminal History Inquiry - New Employees, and Contractors		NO. 2216
			DATE 9/17/2015
SUPERSEDES DIR #2216 Dtd. 1/25/2012	DISTRIBUTION A	PAGES PAGE 1 OF 9	DATE LAST REVISED 10/6/2015
REFERENCES (Include but are not limited to) Directives #2112, #4750; OSC Bulletin #231; DCJS Use and Dissemination Agreement	APPROVING AUTHORITY 		

I. **POLICY:** All employees and contractors of the Department of Corrections and Community Supervision (DOCCS) will be subjected to a criminal history inquiry in order to obtain background information pertinent to the security of operations, to verify data on employment applications, and to receive notification when Department employees are arrested. Employees and contractors may also be fingerprinted in accordance with this directive. This policy applies to all titles as defined in Section II, Definitions.

II. **DEFINITIONS**

- A. **Employee:** An individual paid either annually, by calendar, 21 pay periods, or by a fee to perform duties within a correctional facility.
- B. **Part Time/Half Time Employee:** An annual salaried employee whose work schedule is less than 100 percent of the time.
- C. **Per-Diem Employee:** An employee that is not annual salaried who is paid on an hourly basis.
- D. **Extra Service Employee:** A State employee who renders a service to an agency, office, or correctional facility other than the one in which they are regularly employed on a full-time basis. Extra service employees are salaried by the agency, office, or facility the employee renders service to.
- E. **Outside Agency Employee:** A State employee who is employed by an agency other than DOCCS, whose work assignment is within a DOCCS office or facility (e.g., Information Technology Services (ITS), Office of Mental Health (OMH), Department of Motor Vehicles (DMV) staff).
- F. **Contract Service Provider/Consultant:** A non-State employee who provides, under a formal agreement, a service to the facility but does not receive direct compensation as salary from the Department and whose duties are not performed under the direct supervision of security staff (e.g., Registered Nurse, Optometrist, Computer Software Engineer, etc.).
- G. **Contractor:** A non-State employee who provides under a formal agreement, material, labor, repair or maintenance on facility property, but does not receive direct compensation as salary from the Department.
- H. **Volunteer:** A volunteer is a person who is authorized to provide a service to DOCCS or its inmates without any compensation from any source. Refer to Directive #4750, "Volunteer Services Program," for processing direction.

III. CRIMINAL HISTORY INQUIRIES

A. Employee

1. *Correction Officer and Peace Officers:* Criminal history inquiries shall be conducted on all Peace Officer applicants by the Department's Employee Investigation Unit (EIU) as part of the pre-employment investigation
2. *Non-Uniform (Civilian) Employees:* Criminal history inquiries shall be conducted on all non-uniform (civilian) staff. Superintendents, Regional Directors, Central Office Personnel, or their designees shall request a criminal history inquiry on individuals by transmitting Form EF CH FORMLIBRARY, "Criminal History Check," via the mainframe to 999EIU. The criminal history inquiry must be submitted to EIU and the EIU response must be received prior to the first day of employment. Derogatory criminal history information received in response to inquiries will be referred to the Director of Personnel for review.

NOTE: Summer School Teachers: Prior to the start of each summer session, facilities must request a criminal history inquiry be conducted.

NOTE: Paid interns will be processed as employees.

NOTE: Non-paid interns will be processed as volunteers.

3. *Per Diem Employees:* Criminal history inquiries shall be conducted in the same manner as non-uniform (civilian) staff. (See Section III-A-2 above)
4. *Extra Service Employee:* Criminal history inquiries shall not be conducted on extra service employees that are permanent DOCCS staff. Criminal history inquiries shall be conducted on all extra service employees that are not DOCCS Staff. Superintendents, Regional Directors, Central Office Personnel, or their designee shall request a criminal history inquiry on individuals by transmitting Form EF CH FORMLIBRARY, "Criminal History Check," via the mainframe to 999EIU. The criminal history inquiry must be submitted to EIU and the EIU response must be received prior to the first day of employment. Derogatory criminal history information received in response to inquiries will be referred to the Director of Personnel for review.

B. Outside Agency Employees

1. *ITS:* Screening will be performed initially by New York State Police (NYSP). DOCCS will not receive notifications on clean hires. DOCCS will not receive notifications on automatic disqualifications. DOCCS (EIU@doccs.ny.gov) will receive notifications of "hits" on prospective ITS hires that do not automatically disqualify under Criminal Justice Information Services (CJIS), but who ITS wants to place here, so that DOCCS can review to determine suitability. EIU will refer "hits" to Office of Special Investigations (OSI); OSI will confer with the Chief Information Officer to determine suitability.

2. *DMV*: Criminal history inquiries shall be conducted on all DMV employees whose work assignment is within a DOCCS office or facility. Superintendents, Regional Directors, Central Office Personnel, or their designee shall request a criminal history inquiry on individuals by transmitting Form EF CH FORMLIBRARY, "Criminal History Check," via the mainframe to 999EIU. The criminal history inquiry must be submitted to EIU and the EIU response must be received prior to the first day of employment. Derogatory Criminal history information received in response to inquiries will be referred to the Director of Personnel for review.
 3. *OMH*: Criminal history inquiries shall be conducted on all OMH employees whose work assignment is within a DOCCS office or facility. Superintendents, Regional Directors, Central Office Personnel, or their designee shall request a criminal history inquiry on individuals by transmitting Form EF CH FORMLIBRARY, "Criminal History Check," via the mainframe to 999EIU. The criminal history inquiry must be submitted to EIU and the EIU response must be received prior to the first day of employment. Derogatory Criminal history information received in response to inquiries will be referred to the Director of Personnel for review.
- C. Contract Service Providers: Criminal history inquiries shall be conducted on all contract service providers. Superintendents, Regional Directors, Central Office Personnel, or their designee shall request a criminal history inquiry on individuals by transmitting Form EF CH FORMLIBRARY, "Criminal History Check," via the mainframe to 999EIU. The criminal history inquiry must be submitted to EIU and the EIU response must be received prior to the first day of employment. Derogatory Criminal history information received in response to inquiries will be referred to the Director of Personnel for review.
- D. Contractors: Criminal history inquiries shall be conducted on all contractors. Superintendents, Regional Directors, Central Office Personnel, or their designee shall request a criminal history inquiry on individuals by transmitting Form EF CH FORMLIBRARY, "Criminal History Check," via the mainframe to 999EIU. The criminal history inquiry must be submitted to EIU and the EIU response must be received prior to contractor entry into any DOCCS facility/office. Derogatory Criminal history information received in response to inquiries will be referred to the Director of Personnel, Superintendent, Regional Director, OSI, or designees as appropriate for review.
- E. Volunteers: See directive #4750, "Volunteer Services Program," Section V-C-3

****UNDER NO CIRCUMSTANCE WILL YOUTHFUL OFFENDER (YO), JUVENILE DELINQUENT (JD), OR JUVENILE OFFENDER (JO) INFORMATION BE RELEASED FROM THE EMPLOYEE INVESTIGATIONS UNIT (EIU).****

IV. FINGERPRINTING

A. Responsibility

1. *Correction Officer and Peace Officer applicants* requiring pre-employment screening shall be fingerprinted by EIU at the time of the initial background interview. Fingerprint responses (RAP Sheets) will be retained in the background investigation file in EIU.

2. *Non-uniform (civilian) staff* will be fingerprinted on the initial date of employment. Central Office employees shall be fingerprinted by the Bureau of Personnel at EIU; facility employees shall be fingerprinted by the facility ID Officer. Community Supervision employees shall be fingerprinted by trained staff on the FBI FD-258 APPLICANT card (blue). The fingerprints will be forwarded to EIU for processing immediately. Fingerprint responses (RAP Sheets) will be forwarded to the originating facility/office by the EIU. Responses that contain derogatory information that was not revealed when the criminal history inquiry was processed for employees and per diem employees will be reviewed by the Bureau of Personnel in Central Office (see also Directive #2112, "Report of Criminal Charges").

*NOTE: Teachers, Vocational Instructors, and other 10-month employees assigned to the regular school year will be fingerprinted only once, even when they do not work the summer session. Summer School Teachers/Vocational Instructors will be fingerprinted only once as long as they work every consecutive summer. If there is a break in service and they fail to work one summer, they will be treated as a new employee during future summers, fingerprinted and charged the applicable fee.

NOTE: Paid interns are processed as civilian employees.

NOTE: Non-paid Interns are processed and fingerprinted as volunteers.

3. *Per Diem employees* shall be processed in the same manner as non-uniform (civilian) staff (see Section III-2 above).
4. *Extra service employees* who are permanent DOCCS employees will not be fingerprinted. Extra service employees who are not DOCCS employees but are assigned to the Department's facilities, Community Supervision offices, or to Central Office will be fingerprinted on the initial date of assignment. Fingerprints will be taken on the FBI FD-258 Applicant card (blue). A journal voucher (JV) must accompany all fingerprint cards in order to provide the required processing fee. Failure to submit the JV will result in a delay in processing. Fingerprint response (RAP sheets) will be retained by EIU. Responses that contain derogatory information that was not revealed when the criminal history inquiry was processed for extra service employees will be reviewed by the Bureau of Personnel in Central Office. Upon notification from personnel to proceed, EIU will notify the sender/submitter of the prints via e-mail and confirm the transaction was successful and there is now a RAP sheet on file at EIU. Where it has been determined that the extra service employee shall no longer enter DOCCS facilities/offices EIU will notify the Superintendent, Regional Director, Division Head, or their designee.
5. *Outside Agency Employees*
 - a. *ITS employees* screening will be performed initially by New York State Police (NYSP). DOCCS will not receive notifications on clean hires. DOCCS will not receive notifications on automatic disqualifications. DOCCS (EIU@doccs.ny.gov) will receive notifications of "hits" on prospective ITS hires that do not automatically disqualify under CJIS, but who ITS wants to place here, so that DOCCS can review to determine suitability. EIU will refer "hits" to OSI; OSI will confer with the Chief Information Officer to determine suitability.

- b. *DMV* staff assigned to the Department's Facilities, Community Supervision Offices, or to Central Office will be fingerprinted on the initial date of assignment. Fingerprints will be taken on the FBI FD-258 APPLICANT card (Blue) and submitted to EIU. A JV must accompany all fingerprint cards in order to provide the required processing fee. Failure to submit the JV will result in a delay in processing. Fingerprint responses (RAP sheets) will be retained by EIU. Responses that contain derogatory information that was not revealed when the criminal history inquiry was processed for DMV employees will be reviewed by the Director of Personnel. Upon notification from Personnel to proceed, EIU will notify the sender/submitter of the prints via e-mail and confirm the transaction was successful and that there is now a RAP sheet on file at EIU. Where it has been determined that the DMV employee shall no longer enter DOCCS facilities/offices EIU will notify the Superintendent, Regional Director, Division Head, or their designee.
- c. *OMH* staff assigned to the Department's facilities will be fingerprinted on the initial date of assignment. Fingerprints will be taken on the FBI FD-258 APPLICANT card (Blue) and submitted to EIU. A JV must accompany all fingerprint cards in order to provide the required processing fee. Failure to submit the JV will result in a delay in processing. Fingerprint responses (RAP sheets) will be retained by EIU. Responses that contain derogatory information that was not revealed when the criminal history inquiry was processed for OMH employees will be reviewed by the Director of Personnel. Upon notification from the Bureau of Personnel to proceed, EIU will notify the sender/submitter of the prints via e-mail and confirm the transaction was successful, and that there is now a RAP sheet on file at EIU. Where it has been determined that the OMH employee shall no longer enter DOCCS facilities/offices, EIU will notify the Superintendent, Regional Director, Division Head, or their designee.

Note: OMH staff are exempt from providing their Social Security Number to DOCCS for the purposes of criminal history inquiry and fingerprinting as outlined in this directive.

6. *Contract Service Providers and Consultants* will be fingerprinted on the initial date of assignment. Central Office assignments shall be fingerprinted by the Bureau of Personnel at EIU, facility assignments shall be fingerprinted by the facility ID Officer, and Community Supervision assignments shall be fingerprinted by trained staff on the FBI FD-258 APPLICANT card (blue) and submitted to EIU. A JV must accompany all fingerprint cards in order to provide the required processing fee. Failure to submit the JV will result in a delay in processing. Fingerprint response (RAP sheet) will be retained by EIU. Responses that contain derogatory information that was not revealed when the criminal history inquiry was processed for Contract Service Providers will be reviewed by the Director of Personnel. Upon notification from the Bureau of Personnel to proceed, EIU will notify the sender/submitter of the prints via e-mail and confirm the transaction was successful, and that there is now a RAP sheet on file at EIU. Where it has been determined that the Contract Service Provider shall no longer enter DOCCS facilities/offices, EIU will notify the Superintendent, Regional Director, Division Head, or their designee.

NOTE: If the contract service provider employee is working at more than one facility, the facility should contact EIU at (518) 485-9500 to determine if fingerprints were previously submitted by another facility. It will only be necessary for one set of fingerprints to be submitted.

7. Contractors who work within any DOCCS facility or office will be fingerprinted where the Superintendent, Regional Director, Division Head, or their designee has determined that based on the nature of the anticipated work a contractor will have direct contact with inmates, or the contract provides for six months or more of services. Direct contact with inmates means contact beyond incidental contact; such as direct contact with inmates while providing the contracted service, or contact with inmates while the contractor is performing work in an operational program or housing area. Correctional facility contractor fingerprints will be taken by the facility ID Officer. Community Supervision contractors shall be fingerprinted by trained staff within in the Community Supervision Offices. Central Office or Training Academy contractors shall be fingerprinted at EIU on the FBI FD-258 APPLICANT card (Blue) and submitted to EIU. A JV must accompany all fingerprint cards in order to provide the required processing fee. Failure to submit the JV will result in a delay in processing. EIU will notify the sender/submitter of the prints via e-mail and confirm the transaction was successful and there is now a RAP sheet on file at EIU. EIU will also include any discrepant information that may have been revealed on the RAP sheet that was not included with the initial criminal history inquiry.

NOTE: Contractors may be working at more than one facility/office; the facility/office should contact EIU at (518) 485-9500 to determine if fingerprints were previously submitted by another facility. It will only be necessary for one set of fingerprints to be submitted.

8. Volunteers: See Directive #4750, Section V-C-3.

****UNDER NO CIRCUMSTANCE WILL YOUTHFUL OFFENDER (YO), JUVENILE DELINQUENT (JD), OR JUVENILE OFFENDER (JO) INFORMATION BE RELEASED FROM THE EMPLOYEE INVESTIGATIONS UNIT (EIU).****

- B. Fingerprint Cards*: The processing person shall verify the identity of the person being fingerprinted via a valid government issued picture ID, enter all pertinent data by following the instructions on the card, take the prints using the "rolled impression" method in the numbered print blocks, and the "plain impression" method in the lower row of blocks, secure the signature of the person being fingerprinted, and then sign as the official taking the fingerprints. To avoid delay in processing of fingerprint cards be sure to complete cards clearly and legibly. To reorder fingerprint cards contact EIU at 518-485-9500.

FBI FD-258 APPLICANT card (blue) card shall be completed for all titles as defined in Section II of this directive and forwarded to:

NYS DOCCS

Attn: EIU

1220 Washington Avenue

Albany, NY 12226 – 2050.

*See the summary Processing Chart, Attachment A.

C. Fees*

1. *Correction Officer and Peace Officer applicants* requiring pre-employment screening at EIU must pay the fingerprint processing fee. The \$75 fingerprint processing fee will be made via a U.S. Postal Money Order at the time the applicant is live scanned at EIU.
2. *New non-uniform (civilian) staff* will have the \$75 fingerprint processing fee taken out of their first full paycheck via payroll deduction. When these employees are fingerprinted on the first day of work, the personnel office must notify their payroll office that a fingerprint deduction (per OSC payroll Bulletin #231) needs to be processed. If a non uniformed civilian staff employee separates from service before they receive a full check, the facility MUST obtain the fingerprint fee from any money the employee is due. It is the responsibility of the facility to obtain the fingerprint fee from the employee. Failure to obtain the fingerprint fee will result in the facility making payment from the facility funds to make the fingerprint fee account whole.
3. *Per Diem Employees and Physicians* must pay the fingerprint processing fee. The \$75 fingerprint processing fee will be made via a U.S. Postal Money Order which should accompany the fingerprints when they are forwarded to the EIU.
4. *Extra Service Employees* that are not permanent Department employees assigned to the Department's facilities, Community Supervision offices, or to Central Office will have the fingerprint processing fee paid via JV by the facility/office submitting the fingerprints.
5. *Outside Agency Employees* assigned to the Department's facilities, Community Supervision offices, or to Central Office will have the fingerprint processing fee paid via JV by the facility/office submitting the fingerprints.
6. *Contract Service Providers* assigned to the Department's facilities, Community Supervision offices, or to Central Office will have the fingerprint processing fee paid via JV by the facility/office submitting the fingerprints.
7. *Contractors* assigned to the Department's facilities, Community Supervision offices, or to Central Office will have the fingerprint processing fee paid via JV by the facility/office submitting the fingerprints.
8. *Volunteers*: Persons who are deemed a volunteer will not be charged a fee per the DCJS Use and Dissemination Agreement.

*See the summary Processing Chart, Attachment A.

- D. Audits: Periodic audits of all facilities will be conducted by EIU for compliance of fingerprint submission and collection of fees. Where it has been found that an employee has left service before the fee was collected, in accordance with the procedures of this directive, EIU will notify the facility (DSA and Steward) and the Director of Budget and Finance of the person that left owing fingerprint fees and how much. The Central Office Division of Budget and Finance will contact the facility to process their end of the JV and forward it to Central Office for processing to move the money into the fingerprint fee account.

The following **Processing Chart** summarizes the fingerprint processes:

Staff	Criminal History Inquiry (prior to entry or employment in any DOCCS facility or office)	Who takes fingerprints	When to take fingerprints	What fingerprint card to use	Collect Fee?	Submit to
Correction Officer Parole Officer Parole Officer Trainee Warrant and Transfer Officer Institution Safety Officer	YES	EIU	Pre-employment Screening	Live Scan	YES (\$75 US Postal Money Order)	EIU
Non-uniform (civilian) staff Paid Interns	YES	C- Personnel F- ID Officer	Initial date of hire	FBI FD- 258	Payroll Deduct*	EIU
Per Diem Employees	YES	C- Personnel F- ID Officer	Initial date of hire	FBI FD- 258	YES (\$75 US Postal Money Order)	EIU
Outside Agency Staff OMH & DMV Staff	YES	C- Personnel F- ID Officer	First day in facility	FBI FD- 258	\$75 Journal Voucher	EIU
Extra Service Employees	*YES	C- Personnel F- ID Officer	*Initial date of hire	FBI FD- 258	\$75 Journal Voucher	EIU
Contract Service Provider Consultants	YES	C- Personnel F- ID Officer	First day in facility	FBI FD- 258	\$75 Journal Voucher	EIU

C = Central Office or Community Supervision Offices

F = Facility

*Extra Service Employees that are currently permanent employees of DOCCS will not need a criminal history inquiry or fingerprints.

This Processing chart continues on the next page.

Contractor	YES	C- Personnel F- ID Officer	**As determined by Superintendent -or- Regional Director, Division Head, -or- Designee**	FBI FD- 258	\$75 Journal Voucher	EIU
Information Technology Services (ITS) Employee	NYSP	NYSP	Pre-employment	N/A	N/A	N/A

C = Central Office or Community Supervision Offices

F = Facility

**** Mandatory where it has been determined that based on the nature of the anticipated work, a contractor will have other than incidental contact with inmates; such as contact with inmates while the contractor is not under direct supervision by security staff. (*Direct staff supervision* means that security staff is in the same room with, and within reasonable hearing distance of, the resident or inmate). Also, if the contract provides for six months or more of work, the prospective contractor will be fingerprinted.**