DRUG TESTING SERVICES  
(Community Supervision) 

INVITATION FOR BIDS (IFB) # 2017-04 

Issue Date: March 1, 2017  
Bid Due Date & Time: March 24, 2017  
Contract Period: June 1, 2017 – May 31, 2022 

Designated Contact 
Name: Andria Pilieri-White  
Phone: (518) 436-7886 x3150  
Email: doccscontracts@doccs.ny.gov 

Alternate Designated Contact 
Name: David Gambacorta  
Phone: (518) 436-7886 x3135  
Email: doccscontracts@doccs.ny.gov
The bid must be fully and properly executed by an authorized person. By signing you certify your express authority to sign on behalf of yourself, your company, or other entity and full knowledge and acceptance of this INVITATION FOR BIDS, Appendix A (Standard Clauses For New York State Contracts), 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 for future reference.


<table>
<thead>
<tr>
<th>Legal Business Name of Company Bidding:</th>
<th>NYS Vendor Identification Number: (see NYS vendor file registration clause)</th>
</tr>
</thead>
<tbody>
<tr>
<td>D/B/A – Doing Business As (if applicable):</td>
<td>Federal Tax Identification Number: (do not use Social Security Number)</td>
</tr>
<tr>
<td>Street</td>
<td>City</td>
</tr>
</tbody>
</table>

If applicable, place an "x" next to each that apply:

- [ ] New York State Small Business
- [ ] New York State Certified Minority-owned Business Enterprise (MBE)
- [ ] New York State Certified Woman-owned Business Enterprise (WBE)
- [ ] New York State Certified Service Disabled Veteran Owned Business (SDVOB)

If yes, what is your DSDVBD Control #?

Vendor Responsibility Questionnaire Filed Online: [ ] Yes [ ] No

Do you understand and is your firm capable of meeting the insurance requirements to enter into a contract with New York State? [ ] Yes [ ] No

Does your bid proposal meet all the requirements of this solicitation? [ ] Yes [ ] No

If you are not bidding, place an "x" in the box and return this page only.

☐ WE ARE UNABLE TO BID AT THIS TIME BECAUSE

Phone: | Toll Free Phone: |
---|---|
E-mail Address: | Company Web Site: |
Bidder’s Signature: | Printed or Typed Name: |
Date: | Title:
INDIVIDUAL, CORPORATION, PARTNERSHIP, OR LLC ACKNOWLEDGMENT

STATE OF }       }
COUNTY OF } SS.: 

On the ____ day of ___________________ in the year 20 __ , before me personally appeared 
_______________________________________ , known to me to be the person who executed the foregoing 
instrument, who, being duly sworn by me did depose and say that _he resides at 
_____________________________________________________________,
Town of ________________________________________________ ,
County of ____________________________________________, State of ______________________________ ; and further that:

[Check One]

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

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

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

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

______________________________
Notary Public
Registration No.

RETURN THIS PAGE AS PART OF THE BID
IMPORTANT NOTICE TO POTENTIAL BIDDERS: Receipt of these bid documents does not indicate that the NYS Department of Corrections and Community Supervision (DOCCS) has pre-determined your company's qualifications to receive a contract award. Such determination will be made after the bid opening and will be based on our evaluation of your bid submission compared to the specific requirements and qualifications contained in these bid documents.

NOTICE TO BIDDERS:

DOCCS will receive bids pursuant to the provisions of Article XI of the State Finance Law or the provisions of the State Printing and Public Documents Law. The following procedures shall be used for bid submittals:

1. BID PREPARATION
Prepare your bid on this form using indelible ink. Print the name of your company on each page of the bid in the block provided. One copy of the bid is required, unless otherwise specified herein.

2. BID SUBMISSION
When submitting your bid, please submit complete original bid package, including all bidder questions and required certifications. You are not required to return Appendix A to this office. You may keep all those pages for your own reference.

3. BID DELIVERY
Bidders assume all risks for timely, properly submitted deliveries. Bidders are strongly encouraged to arrange for delivery of bids prior to the date of the bid opening. LATE BIDS may be rejected. E-mail and facsimile bid submissions are not acceptable and will not be considered.

   - Bid envelopes
   The envelope containing a bid should be marked "BID ENCLOSED" and state the Bid Number, Bid Opening Date, and Time on the envelope containing the sealed bid. Failure to complete all information on the bid envelope may necessitate the premature opening of the bid and may compromise confidentiality. Bids shall be delivered to:

     State of New York
     Department of Corrections and Community Supervision
     Support Operations – Contract Procurement Unit
     550 Broadway
     Menands, NY  12204

   - Hand deliveries
   Bidders must allow extra time to comply with the security procedures which may be in effect when hand delivering bids or using deliveries by independent courier services. Bidders assume all risks for timely, properly submitted deliveries.

NON-COLLUSIVE BIDDING CERTIFICATION:
(Reference: State Finance Law Section 139-d and Appendix A, Clause 7)

By submission of this bid, each bidder and each person signing on behalf of any 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 its knowledge and belief:

1. The prices in 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 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).
GENERAL INFORMATION

OVERVIEW

The New York State Department of Corrections and Community Supervision, herein after “DOCCS” is responsible for the confinement and rehabilitation of approximately 54,700 individuals under custody held at multiple state facilities and 36,500 parolees throughout seven regional offices.

This document is an Invitation for Bid (IFB) to provide DOCCS, specifically its division of Community Supervision (formerly the NYS Division of Parole), with drug testing services for parolees as described herein. DOCCS is seeking the services of a licensed Forensic Toxicology Laboratory that has trained, experienced technicians and a staff supervisor who is a toxicologist. The collection and testing of samples require strict chain of custody procedures. All positive basic drug screens using immunoassay methodology will require gas chromatography/mass spectrometry (GC/MS) or Liquid Chromatography Tandem Mass Spectrometry (LCMSMS) confirmation. Tests for synthetic drugs must be done using LCMSMS. All positive Ethanol (Alcohol) confirmation test may be done using Gas Chromatography – Flame Ionization Detector (GC-FID).

Parolees are required to submit periodic urine testing as a condition of their release. It is imperative that the test results, which may be positive for illicit drugs, are received by the sending Community Supervision Office as soon as possible to ensure community protection issues are addressed. Sanctions may include an increase in supervision, referral to treatment, or the initiation of a parole revocation proceeding against a parolee.

DOCCS intends to award a contract to provide services to all Community Supervision offices as detailed in the Scope of Services. The term of this contract will be for a period of five years, effective June 1, 2017 or upon approval of the Office of the State Comptroller (OSC), whichever occurs later.

IFB QUESTIONS / DESIGNATED CONTACTS:

All inquiries concerning this IFB will be addressed to the following Designated Contact:

**PRIMARY CONTACT**
Andria Pilieri-White, CMS 1
550 Broadway
Menands, NY 12204
Phone No.: (518) 436-7886 x3150
E-Mail: docscontracts@doocs.ny.gov

**SECONDARY CONTACT**
David Gambacorta, CMS 3
550 Broadway
Menands, NY 12204
Phone No.: (518) 436-7886 x3135
E-Mail: docscontracts@doocs.ny.gov

Contacting someone else may result in rejection of bid – see “Procurement Lobbying Act”.

Questions and requests for clarification are only accepted via e-mail or in writing. Official answers to all questions will be posted in the form of an addendum at the following website:

[http://www.doccs.ny.gov/RFPs/rfps.html](http://www.doccs.ny.gov/RFPs/rfps.html)

Only answers provided by addendum are considered official. Deadline for submission of questions is Friday March 10. Any questions received after the due date may not be addressed. DOCCS will issue answers to questions via addenda on or about March 17. It is each bidder’s responsibility to visit the above website to determine if any addenda are issued regarding this solicitation prior to submitting a bid.

PROCUREMENT LOBBYING ACT:

SUMMARY OF POLICY AND PROHIBITIONS ON PROCUREMENT LOBBYING

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

PROCUREMENT LOBBYING CERTIFICATION

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

Procurement Lobbying information can be accessed at:
http://www.ogs.ny.gov/aboutogs/regulations/advisoryCouncil/sfl139-j.htm and
http://www.ogs.ny.gov/aboutogs/regulations/advisoryCouncil/sfl139-k.htm

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

By: ________________________________ Date:____________________

Name: ________________________________ Title: ____________________________

Contractor Name: _______________________________________________________
Contractor Address: _____________________________________________________
______________________________________________________________________
______________________________________________________________________

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

1. Has any Government Entity made a finding of non-responsibility against this organization/company? No Yes

2. If yes, was the basis for the finding of non-responsibility due to a violation of SFL§139-j or due to the intentional provision of false or incomplete information to a Government Entity? No      Yes

3. Has any Government Entity terminated or withheld a procurement contract with this organization / company due to the intentional provision of false or incomplete information? No Yes

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

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

By: ________________________________ Date:____________________

Name: ________________________________ Title: ____________________________

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

RETURN THIS PAGE AS PART OF THE BID
GENERAL INFORMATION

TAX LAW § 5-A:

TAX LAW § 5-A (Amended April 26, 2006):

Tax Law § 5-a, as amended on April 26, 2006, requires certain contractors who are awarded state contracts for commodities and/or services valued at more than $100,000 (over the full term of the contract, excluding renewals) to certify to the Department of Taxation and Finance (DTF) they are registered to collect New York State (NYS) and local sales and compensating use taxes. The law applies to contracts where the total amount of the contractor’s sales delivered into NYS exceed $300,000 for the four quarterly periods immediately preceding the quarterly period when the certification is made; and with respect to any affiliates and subcontractors whose sales delivered into NYS also exceed $300,000 in the same manner as noted above for the contractor.

This law imposes upon certain contractors the obligation to certify whether or not the contractor, its affiliates, and its subcontractors are required to register to collect state sales and compensating use tax. The contractors must certify to DTF that each affiliate and subcontractor exceeding the sales threshold is registered with DTF to collect such State and local sales and compensating use taxes. The law prohibits the Comptroller, or other approving agency, from approving a contract to a vendor who is not registered in accordance with the law.

There are two (2) Contractor certification forms, with instructions, for this bid. **Form ST-220-TD is to be submitted directly to DTF. Submission to DTF is a one-time occurrence. If you have already submitted this form to DTF for other bidding opportunities, you do not need to submit the form attached to this bid. If, however, any certification information changes, a new ST-220-TD must be filed with DTF. Form ST-220-CA must be completed and submitted with this bid. This form certifies to the procuring agency that the contractor has filed ST-220-TD with DTF in compliance with the law.** Bidders should complete and submit the certification forms within two business days of request (if the forms are not submitted to DTF and/or returned with bid). Bidders shall take the necessary steps to provide properly certified forms within a timely manner to ensure compliance with the law, as failure to do so may render a bidder non-responsive and non-responsible.

Vendors may call DTF at (800) 698-2909 for any and all questions relating to Tax Law § 5-a and relating to a company’s registration status with DTF. For additional information and frequently asked questions, please refer to the DTF web site: [http://www.tax.ny.gov](http://www.tax.ny.gov).

TERMINATION FOR VIOLATION OF Revised Tax Law 5a:

NYS DOCCS reserves the right to terminate this contract in the event it is found that the certification filed by the Contractor in accordance with § 5-a of the Tax Law is not timely filed during the term of the contract or the certification furnished was intentionally false or intentionally incomplete. Upon such finding, DOCCS may exercise its termination right by providing written notification to the Contractor.

DISPUTE RESOLUTION POLICY:

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

DEBRIEFING:

Bidders will be accorded fair and equal treatment with respect to their opportunity for debriefing. Disclosure of the content of competing bids other than statistical tabulations of bids received in response to an IFB, is prohibited prior to contract award. Prior to contract award, DOCCS shall, upon request, provide a debriefing which would be limited to review of that bidder’s proposal or bid. After contract award, DOCCS shall, upon request, provide a debriefing to any bidder that responded to the IFB, regarding the reason that the proposal or bid submitted by the unsuccessful bidder was not selected for a contract award. The post award debriefing should be requested by the bidder within thirty days of contract award.
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 exemption 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 exempt such information from disclosure. Such request must be in writing, must state the reasons why the information should be exempt 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.

APPENDIX A:
Appendix A, Standard Clauses For New York State Contracts, dated January 2014, attached hereto, is hereby expressly made a part of this Bid Document as fully as if set forth at length herein. Please retain this document for future reference.

APPENDIX C:
Appendix C, Contractors Requirements and Procedures for Equal Employment and Participation Opportunities for Minority Group Members and New York State Certified MWBE, attached hereto expressly made a part of this Bid Document as fully as if set forth at length herein and shall govern any situations not covered by this Bid Document or Appendix A. Please retain this document for future reference.

CONFLICT OF TERMS AND CONDITIONS:
Conflicts between documents shall be resolved in the following order of precedence:
a. Appendix A
b. This Invitation For Bids
c. Appendix C
d. Bidder’s Bid

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

New York State Law: Pursuant to New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations DOCCS is required to promote opportunities for the maximum feasible participation of New York State-certified Minority and Women-owned Business Enterprises (“MWBEs”) and the employment of minority group members and women in the performance of DOCCS contracts.

Business Participation Opportunities for MWBEs

For purposes of this solicitation, DOCCS hereby establishes an overall goal of 30 percent for MWBE participation, 15 percent for New York State-certified Minority-owned Business Enterprise (“MBE”) participation and 15 percent for New York State-certified Women-owned Business Enterprise (“WBE”) participation (based on the current availability of MBEs and WBEs). A contractor (“Contractor”) on any contract resulting from this procurement (“Contract”) must document its good faith efforts to provide meaningful participation by MWBEs as subcontractors and suppliers in the performance of the Contract. To that end, by submitting a response to this RFP, the bidder agrees that DOCCS may withhold payment pursuant to any Contract awarded as a result of this RFP pending receipt of the required MWBE documentation. The directory of MWBEs can be viewed at: https://ny.newyorkcontracts.com. For guidance on how DOCCS will evaluate a Contractor’s “good faith efforts,” refer to 5 NYCRR § 142.8.
GENERAL INFORMATION

The bidder understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal.

The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25 percent of the total value of the contract.

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

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

By submitting a bid or proposal, a bidder agrees to demonstrate its good faith efforts to achieve the applicable MWBE participation goals by submitting evidence thereof through the New York State Contract System (“NYSCS”), which can be viewed at [https://ny.newnycontracts.com](https://ny.newnycontracts.com), provided, however, that a bidder may arrange to provide such evidence via a non-electronic method by contacting the designated contact(s) for this procurement. Additionally, a bidder will be required to submit the following documents and information as evidence of compliance with the foregoing:

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

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

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

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

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

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

   The successful bidder will be required to submit a quarterly M/WBE Contractor Compliance & Subcontractor Payment Report to DOCCS, by the 10th day following each end of quarter as applicable over the term of the Contract documenting the progress made toward achievement of the MWBE goals of the Contract.
Equal Employment Opportunity Requirements

By submission of a bid or proposal in response to this solicitation, the bidder agrees with all of the terms and conditions of Appendix A – Standard Clauses for All New York State Contracts including Clause 12 - Equal Employment Opportunities for Minorities and Women. The bidder is required to ensure that it and any subcontractors awarded a subcontract 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 bidder, undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.

The bidder will be required to submit a Minority and Women-owned Business Enterprise and Equal Employment Opportunity Policy Statement to DOCCS with its bid or proposal.

If awarded a Contract, bidder shall submit a Workforce Utilization Report and shall require each of its Subcontractors to submit a Workforce Utilization Report, in such format as shall be required by DOCCS on a quarterly basis as required during the term of the Contract.

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

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

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.
NEW YORK STATE VENDOR FILE REGISTRATION

Prior to being awarded a contract pursuant to this Solicitation, the Bidder(s) and any designated authorized resellers who accept payment directly from the State, must be registered in the New York State Vendor File (Vendor File) administered by the Office of the State Comptroller (OSC). This is a central registry for all vendors who do business with New York State Agencies and the registration must be initiated by a State Agency. Following the initial registration, unique New York State ten-digit vendor identification numbers will be assigned to your company and to each of your authorized resellers (if any) for usage on all future transactions with New York State. Additionally, the Vendor File enables vendors to use the Vendor Self-Service application to manage all vendor information in one central location for all transactions related to the State of New York. If Bidder is already registered in the New York State Vendor File, list the ten-digit vendor ID number on the Bid Proposal Form (Attachment 1). Authorized resellers already registered should list the ten-digit vendor ID number along with the authorized reseller information.

If the Bidder is not currently registered in the Vendor File and is recommended for award, DOCCS shall request completion of OSC Substitute W-9 Form. A fillable form with instructions can be found at the link below. In addition, if authorized resellers are to be used, an OSC Substitute W-9 form should be completed by each of the designated authorized resellers and submitted to the Office of General Services Business Services Center. The Office of General Services Business Services Center will initiate the vendor registration process for all Bidders recommended for Contract Award and their authorized resellers. Once the process is initiated, registrants will receive an email from OSC that includes the unique ten-digit vendor identification number assigned to the company and instructions on how to enroll in the online Vendor Self-Service application. For more information on the vendor file please visit the following website: http://www.osc.state.ny.us/vendor_management
Form to be completed: https://www.osc.state.ny.us/vendors/forms/ac3237s_fe.pdf

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.
GENERAL INFORMATION

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.

CONFLICT OF INTEREST:

Bidder must disclose any existing or contemplated relationship with any other person or entity, including relationships with any member, shareholders of 5% or more, parent, subsidiary, or affiliated firm, which would constitute an actual or potential conflict of interest or appearance of impropriety, relating to other clients/customers of the Respondent or former officers and employees of the Agencies and their Affiliates, in connection with your rendering services enumerated in this IFB. If a conflict does or might exist, please describe how your Staffing Firm would eliminate or prevent it. Indicate what procedures will be followed to detect, notify the Agencies of, and resolve any such conflicts.

Bidder must disclose whether it, or any of its members, shareholders of 5% or more, parents, affiliates, or subsidiaries, have been the subject of any investigation or disciplinary action by the New York State Commission on Public Integrity or its predecessor State entities (collectively, “Commission”), and if so, a brief description must be included indicating how any matter before the Commission was resolved or whether it remains unresolved.

Additionally, a bidder will be required to submit the Vendor Assurance of No Conflict of Interest or Detrimental Effect form located within this IFB as evidence of compliance with the foregoing.

PUBLIC OFFICERS LAW:

Contractors, consultants, vendors, and subcontractors may hire former State Agency or Authority employees. However, as a general rule and in accordance with New York Public Officers Law, former employees of the State Agency or Authority may neither appear nor practice before the State Agency or Authority, nor receive compensation for services rendered on a matter before the State Agency or Authority, for a period of two years following their separation from State Agency or Authority service. In addition, former State Agency or Authority employees are subject to a “lifetime bar” from appearing before the State Agency or Authority or receiving compensation for services regarding any transaction in which they personally participated or which was under their active consideration during their tenure with the State Agency or Authority.

ETHICS REQUIREMENTS:

The Contractor and its Subcontractors shall not engage any person who is, or has been at any time, in the employ of the State to perform services in violation of the provisions of the New York Public Officers Law, other laws applicable to the service of State employees, and the rules, regulations, opinions, guidelines or policies promulgated or issued by the New York State Joint Commission on Public Ethics, or its predecessors (collectively, the "Ethics Requirements"). The Contractor certifies that all of its employees and those of its Subcontractors who are former employees of the State and who are assigned to perform services under this Contract shall be assigned in accordance with all Ethics Requirements. During the Term, no person who is employed by the Contractor or its Subcontractors and who is disqualified from providing services under this Contract pursuant to any Ethics Requirements may share in any net revenues of the Contractor or its Subcontractors derived from this Contract. The Contractor shall identify and provide the State with notice of those employees of the Contractor and its Subcontractors who are former employees of the State that will be assigned to perform services under this Contract, and make sure that such employees comply with all applicable laws and prohibitions. The State may request that the Contractor provide it with whatever information the State deems appropriate about each such person’s engagement, work cooperatively with the
GENERAL INFORMATION

State to solicit advice from the New York State Joint Commission on Public Ethics, and, if deemed appropriate by the State, instruct any such person to seek the opinion of the New York State Joint Commission on Public Ethics. The State shall have the right to withdraw or withhold approval of any Subcontractor if utilizing such Subcontractor for any work performed hereunder would be in conflict with any of the Ethics Requirements. The State shall have the right to terminate this Contract at any time if any work performed hereunder is in conflict with any of the Ethics Requirements.

SUBCONTRACTING:

The Contractor agrees not to subcontract any of its services, unless as indicated in its bid, without the prior written approval of the DOCCS. Approval shall not be unreasonably withheld upon receipt of written request to subcontract.

The Contractor may arrange for a portion/s of its responsibilities to be subcontracted to qualified, responsible subcontractors, subject to approval of the DOCCS. If the Contractor determines to subcontract a portion of the services, the subcontractors must be clearly identified and the nature and extent of its involvement in and/or proposed performance must be fully explained by the Contractor to the DOCCS. As part of this explanation, the subcontractor must submit to the DOCCS a completed Vendor Assurance of No Conflict of Interest or Detrimental Effect form, as required by the Contractor prior to execution of a contract.

The Contractor retains ultimate responsibility for all services performed under a contract.

All subcontracts shall be in writing and shall contain provisions, which are functionally identical to, and consistent with, the provisions of this IFB. Unless waived in writing by DOCCS, all subcontracts between the Contractor and subcontractors shall expressly name DOCCS as the sole intended third party beneficiary of such subcontract. DOCCS reserves the right to review and approve or reject any subcontract, as well as any amendment to said subcontract(s), and this right shall not make DOCCS a party to any subcontract or create any right, claim, or interest in the subcontractor or proposed subcontractor against DOCCS.

DOCCS reserves the right, at any time during the contract term to verify that the written subcontract between the Contractor and subcontractors is in compliance with all of the provisions of this Section and any subcontract provisions contained in this IFB.

The Contractor shall give DOCCS immediate notice in writing of the initiation of any legal action or suit which relates in any way to a subcontract with a subcontractor or which may affect the performance of the Contractor's duties under a contract. Any subcontract shall not relieve the Contractor in any way of any responsibility, duty and/or obligation of a contract.

If at any time during performance under the contract the total compensation to a subcontractor exceeds or is expected to exceed $100,000, that subcontractor shall be required to submit and certify a Vendor Responsibility Questionnaire.

PRICE:

The prices bid shall be inclusive of all costs including travel, licenses, insurance, administrative, profit, and ancillary costs, and delivery. Note: Prices must be rounded to the nearest cent.

MINIMUM ORDER:

Minimum order shall be No Minimum.

METHOD OF AWARD:

Award shall be made by Grand Total to the lowest responsive and responsible bidder.

ESTIMATED/SPECIFIC QUANTITIES:

The quantities or dollar values listed are estimated only.
MINOR DEVIATIONS (s)/MINOR TECHNICALITY:
DOCCS reserves the right to have the flexibility to consider bids with minor deviations or technicalities and to waive minor deviations or technicalities that may be consistent with the intent and scope of the solicitation. The flexibility may permit a reasonable outcome in cases where the results of a fair, competitive process are clear but the award of a contract is threatened due to a minor technicality or a minor deviation.

REJECTION:
The State reserves the right to reject an obviously unbalanced bid or to make "NO AWARD" on individual listings or sub-items if individual bid prices are deemed to be unbalanced or excessive or if an error in the solicitation becomes evident. In such case, ranking and evaluation of bids may be made on remaining items. Award would be made on the remaining items. The determination of an unbalanced bid shall be at the sole discretion of the State. Options contained in this paragraph shall also be at the State's sole discretion.

"OR EQUAL":
The State reserves the right to determine if a product/service is 'equal' to bid specifications. Bids with minor deviations or technicalities may be waived if consistent with the intent and scope of the solicitation. The flexibility may permit a reasonable outcome in cases where the results of a fair, competitive process are clear but the award of a contract is threatened due to a minor technicality or a minor deviation.

CONTRACT PAYMENTS:
Contractor shall provide complete and accurate billing invoices to the Agency in order to receive payment. Billing invoices submitted to the Agency 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 electric payments. Authorization forms are available at the State Comptroller’s website as www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us, or by telephone 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.

BILLING:
The contractor shall invoice DOCCS on a monthly basis. Invoices shall be itemized to show costs for the services provided, consistent with the terms of the agreement. Invoices shall be provided within 10 days after the first day of the following month. DOCCS reserves the right to assess penalties of 5% per day (off the regular price of testing a specimen) for every 24-hour period that the results are late (See Scope of Services, Section VII). For example, when test results are due back to DOCCS by 5:00pm Wednesday, and arrive by 4:00pm Thursday, they are considered 1--day late and a 5% penalty will be assessed to the cost specific test.

Invoices must contain the Contract Number, NYS Vendor Identification Number, description of services, quantity, unit, and price.

Invoices will be processed in accordance with established procedures of DOCCS and the Office of the State Comptroller (OSC) and payments will be subject to the prompt payment provisions of Article XI-A of the New York State Finance Law.

Invoices without the above stated information will be returned to Contractor to be completed as required in the paragraph above. Payment will not be issued until a corrected invoice is received and approved by DOCCS.

INTEREST:
Interest on late payment is governed by State Finance Law, Section 179-M.
GENERAL INFORMATION

CONTRACT PERIOD AND RENEWALS:
It is the intention of the State to enter into a contract for a period of five (5) years as stated on the Invitation for Bids except that the commencement and termination dates appearing on the Invitation for Bids may be adjusted forward unilaterally by the State for any resulting contract for up to two calendar months, by indicating such change on the Contract Award Notification.

The contract dates may be adjusted forward beyond two months only with the approval of the successful bidder. If, however, the bidder is not willing to accept an adjustment of the contract dates beyond the two month period, the State reserves the right to proceed with an award to another bidder.

CANCELLATION FOR CAUSE AND CONVENIENCE:
This agreement may be terminated by mutual agreement upon thirty (30) days written notice. Also, DOCCS may terminate the agreement immediately for cause, upon written notice, if the contractor fails to comply with the terms and conditions of this agreement and/or with any laws, rules, regulations, policies or procedures of the State of New York affecting this agreement.

The State of New York retains the right to cancel this contract, in whole or in part without reason provided that the Contractor is given at least thirty (30) days notice of its intent to cancel. This provision should not be understood as waiving the State's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision. Any such cancellation shall have no effect on existing Agency agreements, which are subject to the same 30 day discretionary cancellation or cancellation for cause by the respective user Agencies.

CERTIFICATE OF INSURANCE:
Bidders must have the necessary insurance to comply with New York State requirements. A copy of that insurance certificate shall be submitted from the successful bidder.

Prior to providing any service to the State of New York, the bidder must provide another copy of the insurance certificate naming the State of New York and New York State Department of Corrections and Community Supervision as "additional named insured" its liability policy.

WORKERS' COMPENSATION AND DISABILITY:
A policy covering the obligations of the successful bidder in accordance with the provisions of Chapter 41, Laws of 1914, as amended, known as the Workers' Compensation Law, and the contract, shall be void, and of no effect unless the successful bidder procures such policy, and maintains it through the end of the contract term. A copy of the certificates must be submitted from the successful bidder. The name and FEIN of the contracting entity must be identical to the name and FEIN identified on the proof of coverage or exemption.

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

An ACORD form is not an acceptable proof of workers' compensation coverage and/or disability benefits insurance. To assist you in resolving this matter, the following links to information regarding acceptable proofs of coverage are provided.

Workers' Compensation - [http://www.wcb.ny.gov/content/onlineforms/obtainC105.jsp](http://www.wcb.ny.gov/content/onlineforms/obtainC105.jsp)

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

Exemption - [http://www.wcb.ny.gov/content/ebiz/wc_db_exemptions/requestExemptionOverview.jsp](http://www.wcb.ny.gov/content/ebiz/wc_db_exemptions/requestExemptionOverview.jsp)
QUALIFICATION OF BIDDER:

Bidder must maintain a business establishment with adequate inventory of the product offered, and must be capable of processing and shipping order. DOCCS may require a certificate from the bidder showing the number of years the bidder has been active in selling the product offered and the size and location of the inventory regularly maintained.

Bids will be accepted only from established manufacturers or their authorized dealers. Any dealer submitting a bid hereby guarantees that it is an authorized dealer of the manufacturer, that the manufacturer has agreed to supply the dealer with product required by the dealer in fulfillment of its obligation under resultant contract with the State, and that it will provide a certificate from the manufacturer acknowledging this level of support, if requested.

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

REFERENCES:

As per the “Vendor Responsibility Disclosure” clause, bidders may be required to provide references of the bidder's largest customers. References shall be commercial or governmental accounts, and should demonstrate the ability of the vendor to perform jobs similar in scope to the size, nature and complexity of the outlined bid. The references shall include the:

- Name, address, contact person, telephone number, and number of years bidder has serviced the referenced account;
- Volume of business performed within the past three years for each referenced account.

FINANCIAL STABILITY:

As per the “Vendor Responsibility Disclosure” clause, bidder may be required to document its ability to service a contract with dollar sales volume similar to scope of this bid through submission of financial statements documenting past sales history. The bidder must be financially stable and able to substantiate the financial statements of its company. In addition to sales history, current financial statements may be requested and must be provided within five business days. The state reserves the right to request additional documentation from the bidder and to request reports on financial stability from independent financial rating services. The state reserves the right to reject any bidder who does not demonstrate financial stability sufficient for the scope of this bid.

GENERAL REQUIREMENTS

The Bidder agrees:

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

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

3. that 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. that 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. that 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. that the Commissioner's interpretation of specifications shall be final and binding upon the Contractor.

7. that 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.
8. that 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.

9. **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.

10. **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.

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

**PROCUREMENT RIGHTS**

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

1. Reject any and all bids received in response to this Solicitation.

2. Disqualify a Bidder from receiving the award if the Bidder, or anyone in the Bidder's employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.

3. Correct Bidders’ mathematical errors and waive or modify other minor irregularities in bids received, after prior notification to the Bidder.

4. Adjust any Bidder's expected costs of the bid price based on a determination of the evaluation committee that the selection of the said Bidder will cause the State to incur additional costs.

5. Utilize any and all ideas submitted in the bids received.

6. Negotiate with Bidders responding to this Solicitation within the Solicitation requirements to serve the best interests of the State.

7. Begin contract negotiations with another bidding Contractor(s) to serve the best interests of the State should DOCCS be unsuccessful negotiating a contract with the selected Contractor within 21 days of selection notification.

8. Waive any non-material requirement not met by all Bidders.

9. Not make an award from this Solicitation.

10. Make an award under this Solicitation in whole or in part.

11. Make multiple contract awards pursuant to the Solicitation.

12. Have any service completed via separate competitive bid or other means, as determined to be in the best interest of the State.

13. Seek clarifications of bids.

14. If two or more offers are found to be substantially equivalent, the Commissioner of DOCCS, at his sole discretion, will determine award.

**Please Note:** The State is not liable for any costs incurred by Bidders in the preparation and production of bids or for any work performed prior to the issuance of a contract.
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 the Comptroller’s 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 (7) year period from the expiration of the contract.

USE OF RECYCLED OR REMANUFACTURED MATERIALS:

New York State, as a member of the Council of Great Lakes Governors, supports and encourages vendors to use recycled, remanufactured or recovered materials in the manufacture of products and packaging to the maximum extent practicable without jeopardizing the performance or intended end use of the product or packaging unless such use is precluded due to health or safety requirements or product specifications contained herein. Refurbished or remanufactured components or products are required to be restored to original performance and regulatory standards and functions and are required to meet all other requirements of this bid solicitation. Warranties on refurbished or remanufactured components or products must be identical to the manufacturer’s new equipment warranty or industry’s normal warranty when re-manufacturer does not offer new equipment.

MERCURY-ADDED CONSUMER PRODUCTS:

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

EPA ENERGY STAR PROGRAM:

The Federal EPA, in cooperation with manufacturers, continues a program to foster the manufacture of energy efficient equipment. New York State fully supports this effort and requires all products offered to comply with EPA Energy Star guidelines for energy efficiency. The State may discontinue use of and/or delete from contract selected products as mandated by any NYS energy legislation that is enacted during the term of this contract. The contractor shall have no recourse with the State for such discontinuance/deletion.
**SCOPE OF SERVICES**

I. Urine Drug Screening and Confirmation: DOCCS is seeking the services of a licensed Forensic Toxicology Laboratory that has trained, experienced technicians and a staff supervisor who is a toxicologist.

   A. Community Supervision Offices located throughout New York State:
      - 3 Cottage Place, 1st Floor, New Rochelle, NY 10801
      - 20 Manchester Road, Poughkeepsie, NY 12603
      - 1 Park Place, Peekskill, NY 10566
      - 10 North Russell Road, Albany, NY 12206
      - 37-41 Veterans Lane, Plattsburgh, NY 12901
      - 845 Central Avenue, Albany, NY 12206
      - 333 East Washington Street, Syracuse, NY 13202
      - 207 Genesee Street, Utica, NY 13501
      - 317 Washington Street, State Office Building, Watertown, NY 13601
      - 7116 County Route 132, Willard, NY 14588
      - 460 Main Street, Buffalo, NY 14202
      - 44 Hawley Street, State Office Building, Binghamton, NY 13901
      - 100 West Chemung Place, Elmira, NY 14904
      - 1905 Buffalo Avenue, Niagara Falls, NY 14303
      - 350 South Avenue, Rochester, NY 14620
      - 250 Fulton Avenue, Hempstead, NY 11550
      - 550 Johnson Avenue, Bohemia, NY 11735
      - 314 West 40th Street, New York, NY 10018
      - 14 Bruckner Boulevard, Bronx, NY 10454
      - 26 Bruckner Boulevard, Bronx, NY 10454
      - 15 Second Avenue, Brooklyn, NY 11215
      - 92-36 Merrick Boulevard, Jamaica, NY 11433
      - 146 Bay Street, Staten Island, NY 10301

Contractor’s bid price shall include all of the locations listed above for Drug Testing Services. The number of offices listed will not increase, however, if DOCCS relocates an office, contractor will be required to service that office with sufficient notification.

II. Contractor understands and agrees that it will follow all Federal, State, and Local Laws regarding confidentiality of information and patient privacy.

III. Contractor must include proof that it possesses all necessary required licenses from the New York State Department of Health, and/or certification required from the appropriate out-of-state Health Department to perform the specified urine drug testing (i.e. CLIA Certification). A copy of such license or certification must be submitted with bid.
**SCOPE OF SERVICES**
(continued)

IV. A basic three-drug screen must be provided that uses immunoassay methodology. All positive basic screens must be confirmed by Gas Chromatography/Mass Spectrometry (GC/MS) or Liquid Chromatography Tandem Mass Spectrometry (LCMSMS).

The basic three-drug screen will test for Opiates, Cocaine (Benzoleconine), and a third drug to be chosen from the following group; Marijuana (THC), Alcohol, Phencyclidine (PCP), Amphetamines, and Barbiturates.

Separate synthetic screens will test for Bath Salts (synthetic cathinones), MDMA (Ecstasy/Molly), K2/Spice (synthetic marijuana), Fentanyl. Tests for synthetics must be done using LCMSMS. A synthetic drug screen may be ordered in conjunction with one basic three-drug screen or exclusively.

All “cut off levels” must be consistent with established National Institute of Health’s National Institute on Drug Abuse (NIDA) standards; for more information please visit their website at [www.nida.nih.gov](http://www.nida.nih.gov).

The contractor will have to provide DOCCS with customized test order forms that reflect the above requirements and such forms must be to the total satisfaction of the Department.

V. The cost for drug screen tests should be all inclusive (such cost should include but not be limited to transportation, handling, and miscellaneous charges, such as any applicable taxes and fees, supplies, materials, and training). If there will be an additional charge for required confirmation testing (GC/MS, LCMSMS or GC-FID), it should be specified on Attachment C – Cost Sheet.

If batch testing will be used in any of the above testing, please define the batch testing process and describe all the circumstances under which you would use it and the estimated impact upon accuracy.

VI. Confirmed positive specimens must be retained in a secure and non-degrading location for a period of 180 days from the contractor’s receipt of specimen. However, in some instances, positive specimen retention may be required beyond the 180-day period.

VII. Bid cost must include the provision of one pre-paid mailer for every specimen. All test results shall be received and documented in writing (hard copy, fax, or electronic submission) within 72 hours of specimen receipt by contractor. If the contractor provides results through fax or electronically, then the official hard copy confirmation results shall be received within 48 hours of fax receipt or electronic provision.

VIII. Contractor will provide all supplies relating to specimen handling and analytical testing conducted. All supplies must be received by DOCCS at the requested level within 5 calendar days of an official request. In addition, the contractor will be required to develop a method of automatic re-supply to be approved by DOCCS. Contractor must designate someone in their organization to be DOCCS’ official contact for supplies.
**SCOPE OF SERVICES**

(continued)

IX. Bids must describe in detail how the chain of custody would be maintained. If more than one option is available, each alternative option that you propose should be described. Bids must also describe the form of documentation that will be provided to certify that the chain of custody has been maintained. Again, if different forms of documentation may be provided, (e.g. step-by-step sign-offs as compared to a description of the procedures and a certification that the procedures have been followed) you should describe each option.

Also, describe who will certify the unbroken chain of custody, the person’s title, responsibilities and background, whether there will be an original signature, a signature stamp, and a computer-generated name without signature, etc.

All lab reports showing confirmation positives, must include or be accompanied by documentation that, at a minimum, 1) describes how the chain of custody has been maintained for the specimen tested, and 2) identifies the tests that have been performed, makes a statement as to their reliability and accuracy, and that the result received represents scientifically reliable proof of the existence of the substance found in the specimen tested; and certifies that the tests were performed by qualified personnel in accordance with manufacturer’s instructions, or such other statement that would support submission of the lab report as a business record at a parole violation hearing. The proposal should include citations to judicial options upholding the liability of the testing procedure to be employed by the contractor.

**An example of the forms of documentation/certification that you propose to use must be submitted as attachments to your proposal.**

X. Contractor shall provide initial onsite training of DOCCS staff as needed in the areas of:

- Specimen gathering and packaging
- Specimen submission and test request selection
- Analysis of report results
- Presentation of lab reports and results for use in DOCCS administrative hearing processes
- Procedural updating
- Orientation of new personnel

Additional onsite/refresher training to be provided as mutually agreed upon between DOCCS and awarded contractor.

Procedure manuals (detailing the actions required of DOCCS staff in collecting and preparing a specimen) shall be provided to all Community Supervision Area Offices listed in Section I.
XI. Contractor shall provide DOCCS with computer-generated files with agreed upon data. These files will be saved in an agreed upon format that DOCCS can access via a secure server. The contractor must strictly adhere to the file format specified. DOCCS will access the contractor's server daily and as needed to retrieve results in the standard file format. The contractor will keep each daily file available on the site for a minimum of 30 days. The data will be transferred securely using a process to be jointly decided by DOCCS network administrator and the contractor. Contractor must verify that the data is complete, accurate, and error free prior to it being transmitted to DOCCS.

Contractor shall also provide any necessary software for DOCCS to access their server securely. In the event that there is a transfer problem, the contractor will maintain a back-up of the daily files for a minimum of 30 days.

Contractor agrees that it will use all appropriate safeguards to prevent any unauthorized use or unauthorized disclosure of confidential information. Contractor agrees that it shall immediately report to DOCCS the discovery of any unauthorized use or unauthorized disclosure of such confidential information. DOCCS may terminate the Agreement if it determines that contractor has violated a material term of this section. The terms of this section shall apply equally to contractor and any and all of its subcontractors and agents.
COST SHEET

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<tr>
<th>Screen / Confirmation Type</th>
<th>Estimated Annual Quantity (a)</th>
<th>Price (b)</th>
<th>Total (a x b)</th>
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<td>2. Basic Screen samples referred for GCMS Confirmation (60%)*</td>
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<tr>
<td>3. Fentanyl Screen</td>
<td>25</td>
<td>$________</td>
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</tr>
<tr>
<td>4. Fentanyl Confirmation (60%)*</td>
<td>15</td>
<td>$________</td>
<td>$________</td>
</tr>
<tr>
<td>5. Synthetic Screen: Spice</td>
<td>25</td>
<td>$________</td>
<td>$________</td>
</tr>
<tr>
<td>6. Spice Confirmation (60%)*</td>
<td>15</td>
<td>$________</td>
<td>$________</td>
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<tr>
<td>7. Synthetic Screen: Bath Salts</td>
<td>25</td>
<td>$________</td>
<td>$________</td>
</tr>
<tr>
<td>8. Bath Salts Confirmation (60%)*</td>
<td>15</td>
<td>$________</td>
<td>$________</td>
</tr>
<tr>
<td>9. Synthetic Screen: MDMA</td>
<td>25</td>
<td>$________</td>
<td>$________</td>
</tr>
<tr>
<td>10. MDMA Confirmation (60%)*</td>
<td>15</td>
<td>$________</td>
<td>$________</td>
</tr>
</tbody>
</table>

*Positive screens will automatically be confirmed.

GRAND TOTAL = $______________
(Items 1 through 10)

- The cost breakdown above is an annual estimate and is being provided as an example only. There is no guarantee of the number of tests that will be requested.
- Bid prices shall be inclusive of all costs; including but not be limited to transportation, handling, miscellaneous charges, such as any applicable taxes or fees, supplies, materials and training.

SIGNATURE: ______________________________
PRINTED NAME: ______________________________

RETURN THIS PAGE AS PART OF THE BID
• Person or persons to contact for expediting
  New York State contract orders:
  Name: __________________________
  Title: __________________________
  Telephone Number: _______________
  Toll Free Telephone Number: _____
  Fax Number: _____________________
  Toll Free Fax Number: ____________
  E-Mail Address: __________________

• Person or persons to contact in the event of an emergency
  occurring after business hours or on weekend/holidays:
  State Normal Business Hours (Specify M-F, Sat, Sun):
  Name: __________________________
  Title: __________________________
  Telephone Number: ( ) ___________
  Fax Number: ( ) _________________
  Pager Number: ( ) _______________ 
  Cellular Telephone Number: ( ) __________
  E-Mail Address: __________________

RETURN THIS PAGE AS PART OF THE BID
BIDDERS PLEASE ANSWER THE FOLLOWING QUESTIONS:

1. Are you a New York State resident business?
   _______YES _______NO

2. Total number of people employed by your business:
   ________

3. Total number of people employed by your business in New York State:
   ________

4. Is your business independently owned and operated?
   _______YES _______NO

5. BIDDER'S PRINCIPAL PLACE OF BUSINESS*:
   State of _______________________

   **"Principal Place of Business" is the location of the primary control, direction and management of the enterprise.**

RETURN THIS PAGE AS PART OF THE BID
6. 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)

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

RETURN THIS PAGE AS PART OF THE BID
7. **USE OF SERVICE-DISABLED VETERAN-OWNED BUSINESS ENTERPRISES IN CONTRACT PERFORMANCE**

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:

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).

<table>
<thead>
<tr>
<th>SDVOB Name</th>
<th>SDVOB Address</th>
<th>DSDVBD Control #</th>
<th>Contract #</th>
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<tr>
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<tr>
<th>Nature of Participation</th>
<th>% of Total Work Performed</th>
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</table>

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](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.
Vendor Assurance of No Conflict of Interest or Detrimental Effect

The Firm offering to provide commodities/services pursuant to this IFB, as a contractor, joint venture contractor, subcontractor, or consultant, attests that its performance of the services outlined in this solicitation does not and will not create a conflict of interest with nor position the Firm to breach any other contract currently in force with the State of New York.

Furthermore, the Firm attests that it will not act in any manner that is detrimental to any State project on which the Firm is rendering services. Specifically, the Firm attests that:

1. The fulfillment of obligations by the Firm, as proposed in the response, does not violate any existing contracts or agreements between the Firm and the State;

2. The fulfillment of obligations by the Firm, as proposed in the response, does not and will not create any conflict of interest, or perception thereof, with any current role or responsibility that the Firm has with regard to any existing contracts or agreements between the Firm and the State;

3. The fulfillment of the obligations by the Firm, as proposed in the response, does not and will not compromise the Firm’s ability to carry out its obligations under any existing contracts between the Firm and the State;

4. The fulfillment of any other contractual obligations that the Firm has with the State will not affect or influence its ability to perform under any contract with the State resulting from this IFB;

5. During the negotiation and execution of any contract resulting from this IFB, the Firm will not knowingly take any action or make any decision which creates a potential for conflict of interest or might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another;

6. In fulfilling obligations under each of its State contracts, including any contract which results from this IFB, the Firm will act in accordance with the terms of each of its State contracts and will not knowingly take any action or make any decision which might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another;

7. No former officer or employee of the State who is now employed by the Firm, nor any former officer or employee or the Firm who is now employed by the State, has played a role with regard to the administration of this contract procurement in a manner that may violate section 73(8)(a) of the State Ethics Law; and

8. The Firm has not and shall not offer to any employee, member or director of the State any gift, whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence said employee, member or director, or could reasonably be expected to influence said employed, member or director, in the performance of the official duty of said employee, member or director or was intended as a reward for any official action on the part of said employee, member or director.

Firms responding to this IFB should note that the State recognizes that conflicts may occur in the future because a Firm may have existing or new relationships. The State will review the nature of any such new relationships and reserves the right to terminate the contract for cause if, in its judgment, a real or potential conflict of interest cannot be cured.

Name, Title: ____________________________________________

Signature: ____________________________________________ Date: __________________________

This form must be signed by an authorized executive or legal representative.
CONTRACTOR CERTIFICATION FORMS
(Pursuant to Section 5-A of the Tax Law)

Form ST-220-TD (4 pages)
If filing with the Department of Taxation & Finance for the first time, or previously submitted information needs to be updated, these 4 pages must be removed from this bid, completed, signed and submitted directly to the Department of Taxation and Finance.

Form available at:

Form ST-220-CA (2 pages)
Regardless of whether ST-220-TD is being filed/updated for this bid or not, these 2 pages must be completed, signed and returned with this bid.

Form available at:
APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT FOR FUTURE REFERENCE.
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</tr>
<tr>
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<td>7</td>
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</table>
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, licensor, 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 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/Offerers pursuant to the New York State Iran Divestment Act of 2012” (“Prohibited Entities List”) posted at: http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf

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

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

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

CONTRACT REQUIREMENTS FOR EEO AND MWBE
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, or any other basis protected by applicable law.

(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

____________________________________________

(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
SUBMIT WITH BID OR PROPOSAL

Solicitation No.: 
Reporting Entity:  
- Contractor  
- Subcontractor

Contractor/Subcontractor’s Name: 

Contractor/Subcontractor’s Address: 

FEIN: 
Telephone NO.: 

Enter the total number of employees for each classification.

<table>
<thead>
<tr>
<th>EEO Job Category</th>
<th>Total Workforce</th>
<th>Workforce by Gender</th>
<th>Workforce by Race/Ethnic Identification</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Total Male (M)</td>
<td>Total Female (F)</td>
<td>White (Not Hispanic/Latino) (M) (F)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Black (Not Hispanic/Latino) (M) (F)</td>
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<td></td>
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<td></td>
<td>Hispanic or Latino (M) (F)</td>
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<td>Asian (Not Hispanic/Latino) (M) (F)</td>
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<td></td>
<td>American Indian or Alaskan Native (M) (F)</td>
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<td></td>
<td>Disabled (M) (F)</td>
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<td></td>
<td></td>
<td></td>
<td>Veteran (M) (F)</td>
</tr>
</tbody>
</table>

- Executive/Senior Level Officials & Managers
- First/Mid Level Officials & Managers
- Professionals
- Technicians
- Sales Workers
- Administrative Support Workers
- Craft Workers
- Operatives
- Laborers and Helpers

Report includes Contractor’s:  
- Contractor’s workforce to be utilized on this contract  
- Contractor’s total workforce  
- Subcontractor’s workforce to be utilized on this contract  
- Subcontractor’s total workforce

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
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
ASYAN & 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.