New York State
Department of Corrections
And Community Supervision
The Harriman State Campus – Building 2
1220 Washington Avenue
Albany, NY 12226

Request for Proposal
RFP 2014-11

SUPERVISION FEES COLLECTION AND ACCOUNTING SYSTEM

Anthony J. Annucci
Acting Commissioner

Thomas J. Herzog
Deputy Commissioner

NYS DEPARTMENT OF CORRECTIONS
AND COMMUNITY SUPERVISION

REQUEST FOR PROPOSAL 2014-11
SUPERVISION FEES COLLECTION AND ACCOUNTING SYSTEM

NOTICE TO BIDDERS

1. Read the entire RFP document. Note key items such as critical dates, qualifying and mandatory requirements, services required, and proposal packaging requirements.

2. Note the names and addresses, phone numbers and email addresses of the designated contacts. Bidders are only permitted to communicate with these individuals regarding this RFP.

3. Bidders will receive notification of any amendments, clarifications or updates via email. Updates will also be published on DOCCS/Community Supervision website (https://www.parole.ny.gov), click on RFPs. Bidders should address all amendments, clarifications and updates pertaining to this RFP. All applicable amendment information should be incorporated in the Bidder's proposal.

4. Take advantage of the question and answer period. Submit your questions in writing to the designated email address by the date and time specified in the Proposal Submission and Due Dates section of the RFP.

5. Provide complete answers/descriptions. Bidder's proposal must completely address all mandatory requirements. To ensure you are not unnecessarily disqualified from the bid evaluation, read all proposal requirements thoroughly and provide complete responses.

6. Review the RFP document and proposal. Make sure all requirements are addressed and all copies of your proposal are identical and complete.

7. Package your proposal as required in this RFP, pages 19&20, Section X, Proposal Submission. Make sure your proposal conforms to the packaging requirements. Proposals not packaged accordingly may be subject to disqualification.

8. Submit your proposal on time. Proposals received after the date and time specified in the Proposal Submission and Due Dates section will not be considered for award and will be returned unopened to the sender.

NYS DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION

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NYS DEPARTMENT OF CORRECTIONS
AND COMMUNITY SUPERVISION

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I. MISSION STATEMENT

To improve public safety by providing continuity of appropriate treatment services in safe and secure facilities where offenders' needs are addressed and they are prepared for release, followed by supportive services under community supervision to facilitate a successful completion of their sentence.

II. SUBJECT AND PURPOSE

In 1992, the New York State Legislature passed, and the Governor signed into law, a requirement that persons over the age of 18 who are under Community Supervision pay a monthly supervision fee of up to $30. Recently, New York State Correction Law § 201(9) was amended to state that parole officers shall not collect supervision fees from persons under Community Supervision. There is one exception to this law that states that the parole officer may be authorized to collect fees at reporting locations not under the dominion and control of the Department of Corrections and Community Supervision (DOCCS).

DOCCS is seeking various solutions for the continued receipt of fees and documents associated with the collection of supervision fees and the provision of the associated accounting system for all releasees under supervision in the State of New York. Bidders are encouraged to propose new technologies that will incorporate value-added operational and cost efficiencies. Any proposed solutions should be responsive to the transient releasee population that will be making fee payments for the duration of the new contract period.

The contract resulting from this Request for Proposal (RFP) is for a period of five years, commencing **July 1, 2015, through June 30, 2020**. The major components involved in developing and administering this program are the establishment of a Supervision Fee account, receipt of monthly fees, the maintenance of an information database records regarding releasee payments and the transfer of these records to DOCCS.

The purpose of this RFP is to solicit potential bidders for a proposal that will lead to a contract with a responsive and qualified bidder for an integrated "Supervision Fees Collection and Accounting System." DOCCS is seeking solutions that will offer the best possible methods for payment without the continued use of pre-printed coupons. The system must also provide technical interfaces with the DOCCS Case Management System (CMS). Accordingly, DOCCS is seeking the services outlined below, and defined further in Attachment B, Scope of Services.

- Provision of payment methods for Supervision Fees to be paid via internet equipped computers or portable devices, telephones, at walk-in locations and through the U.S. Mail.
- Project management and implementation services to ensure a timely execution of the procured services, as well as migration and integration of existing information.
- Administrative, operational and support services necessary for the Fee and for the Supervision system to fulfill the DOCCS requirements and service levels.
- Integration with the current CMS legacy systems.
- Operation of a secure, high availability environment.
- The operational environment that will ensure that all information provided by the State will at all times reside within the United States.
- Technical procedures, training, tools and documentation necessary to operate, backup, recover and administer the proposed solutions.
- Staffing and support facilities to maintain the systems and meet the required service levels.
- Customer service support to meet the needs of DOCCS authorized system users. This support involves training, outage coordination and notification, issue resolution, etc.

III. BACKGROUND

The New York State Department of Corrections and Community Supervision (DOCCS) is a criminal justice agency responsible for the comprehensive continuum of care from the moment an offender enters the correctional system until he or she successfully completes the required period of community supervision or reaches the maximum expiration of the court imposed sentence. Offenders (releasees) may be released under the discretionary authority of the New York State Board of Parole or conditionally released by operation of law.

DOCCS is a large, geographically diverse organization. [Attachment H – Geographical Map, Regional and Area Office Listing, includes the county where each office is located within the state.] Accordingly, DOCCS leadership has developed strong central controls over most administrative processes as directed by the seven (7) Community Supervision regional offices and the automated administrative systems reflect that approach.

DOCCS is highly centralized from a command-and-control perspective. Key Executive Units that report to the Commissioner are Community Supervision, Facility Operations, Programs, Medical, Counsel, Industries, Labor Relations, Public Information, Population Management and Administration.

The Deputy Commissioner for Community Supervision is responsible for a number of mission-critical business units. Included among the many responsibilities, is the operational responsibility and oversight for the "Supervision Fees Collection and Accounting System."

There are approximately 36,500 releasees under active supervision in New York State. Of this number, an average of 24,000 (67%) are required to pay supervision fees each month. DOCCS may authorize temporary supervision fee waivers to releasees who are unemployed, indigent, or disabled. During 2008 through 2013 a monthly average of 15,825 waivers were issued. Of those who owed fees, an average of 60% (4950), paid a monthly fee over the six year period, 2008-2013.

In 2013, DOCCS received an average of 2,281 payments per month, averaging $43,100 in collected fees. The annual total dollars collected for the calendar year 2013 equaled $517,181. Payments can be broken out as follows: (24.6%) of the payments received during 2013 were for $30, (20.6%) were for $15, (36.6%) were for $5 and the remaining (18.2%) were for other non-standard amounts.

Reviewing the actual six-year fee collection totals for the period starting January 2008 through December 2013, payments are broken out as follows: (22.7%) were for $30 and totaled $2,420,370,, (23.3%) were for $15 and totaled $1,245,630, (41.5%) were for $5 and totaled $738,0005 and the remaining non-standard payments accounted for (12.5%) and totaled $1,194,121. Added together we see that the current coupon lockbox method for fee collection has yielded $5,598,121 and reveals that of all releasees eligible to pay fees each month, approximately 60% actually paid a fee of any amount.

Within the scope of how DOCCS currently operates this program, there are no electronic relationships between the financial institution DOCCS is utilizing and any of the thirty-eight (38) area offices where releasees report monthly. Releasees currently pay fees by mailing them to the bank lockbox or by depositing them into drop boxes at each area office. The contents of each dropbox are then mailed to the bank lockbox for processing. As a result, there is a significant time lapse between releasees making their monthly coupon fee payments and the actual posting against their monthly accounts. During 2012 and 2013, DOCCS also covered the additional recurring costs associated with printing and mailing 71,986 new or re-issued coupon books. . DOCCS wants to eliminate these additional costs under the contract resulting from this RFP.

This current process is duplicated at each of the thirty-eight (38) area offices during reporting visits. This method is completely manual, paper based, inefficient and it requires the parole officer to act as the collecting agent during a typical transaction. This process also lacks the functionality to provide for real time account management or verification of actual payments. This contributes greatly to the overall delay in the posting of payments to the bank lockbox and creates other limitations related to timely case management.

IV. SCOPE OF SERVICES

The Scope of Services is included as Attachment B. Please review the scope carefully and address all specifications in the response narrative.

V. REQUIREMENTS

To receive consideration, Bidders must demonstrate the following:

A. To be considered, bidders must be or have a relationship with a United States or New York chartered bank with a physical presence in New York State. In addition, bidders must possess a minimum of three (3) years experience providing fee collection services to criminal justice agencies.

B. Bidders must confirm that they will comply with all standard and appropriate regulations governing contracts with the State of New York (Attachment A). All provisions and requirements of the, **Standard Clauses for New York State Contracts-Appendix A** will be incorporated into any contract resulting from this solicitation and will be binding upon the parties to such contract.

C. Bidders must identify any software that they do not own or any patented or proprietary components. Bidders must provide details on their authorization to use and re-sell such components including duration of agreement and source.

D. M/WBE Compliance: *(Attachment E)*

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

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

minority group members and women in the performance of New York State contracts.

Business Participation Opportunities for M/WBEs

For purposes of this solicitation, DOCCS hereby establishes an overall goal of 20% for M/WBE participation, 10% for Minority-Owned Business Enterprises ("MBE") participation and 10% for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of qualified MBE's and WBE's). A contractor on the subject contract must document "Good Faith Efforts" to provide meaningful participation by M/WBE's as subcontractors or suppliers in the performance of the contract and contractor agrees that DOCCS may withhold payment pending receipt of the required M/WBE documentation. The directory of New York State Certified M/WBE's can be viewed at: http://ny.newnycontracts.com. For guidance on how DOCCS will determine a contractor's "Good Faith Efforts", refer to 5 NYCRR §142.8.

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

Such liquidated damages shall be calculated as an amount equaling the difference between: (1) all sums identified for payment to M/WBE's had the contractor achieved the contractual M/WBE goals; and (2) all sums actually paid to M/WBE's for work performed or materials supplied under the contract.

By submitting a bid or proposal, a bidder agrees to submit the following documents and information as evidence of compliance with the foregoing:

A. Bidders are required to submit an M/WBE Utilization Plan (Form M/WBE 100) with their bid or proposal. The utilization plan shall list the M/WBE's the contractor intends to use to perform the State contract and a description of the contract scope of work that the contractor intends to structure to meet the goals on the State contract, and the estimated or, if known, actual dollar amounts to be paid to and performance dates of each component of a State contract that the contractor intends to be performed by a NYS certified minority or woman-owned business. Any modifications or changes to the agreed participation by NYS certified M/WBE's set forth in the utilization plan submitted with the bid or proposal, after the contract award and during the term of the contract, must be reported on a revised M/WBE utilization plan submitted to DOCCS.

B. DOCCS contracting unit will review the submitted M/WBE utilization plan and advise the Bidder of their acceptance or issue a notice of deficiency within 30 days of receipt.

C. If a notice of deficiency is issued; Bidder agrees that it shall respond to the notice of deficiency within seven (7) business days of receipt by submitting to the contracting unit, 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 M/WBE participation goals on a M/WBE Request Form Waiver (Form M/WBE 102). Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

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

a) If a bidder fails to submit an M/WBE 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.

Contractors shall attempt to utilize, in good faith, any MBE or WBE identified within its M/WBE 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.

Contractors are required to submit an M/WBE Quarterly Compliance and Sub-Contractor Payment Report on Form M/WBE 101 to the contracting unit by the 15th day following each end of quarter over the term of the contract documenting the progress made toward achievement of the M/WBE goals of the contract.

Equal Employment Opportunity Requirements

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

Bidder further agrees, where applicable, to submit with the bid a Staffing Plan (Form EEO 100) identifying the anticipated work force to be utilized on the contract and if awarded a contract, will, upon request, submit to the DOCCS an EEO Workforce Quarterly Compliance Report (Form EEO 101) identifying the workforce actually being utilized on 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.

E. **MacBride Principles** - Contractor must stipulate it has no business in Northern Ireland, or if it does, that it will take lawful steps in good faith to conduct said business in accordance with MacBride Fair Employment principles and it will permit independent monitoring of its compliance with these principles.

F. **Iran Divestment Act of 2012** - As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services has developed a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Pursuant to SFL § 165-1(3)(b), said list has been posted on the OGS website at the following website: http://ogs.ny.gov/about/regs/ida.asp.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor is advised that any Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to the solicitation, must certify at the time the Contract is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract, should DOCCS receive information that a person is in violation of the above-referenced certification, DOCCS will offer the person an opportunity to respond. If the person fails to demonstrate that it

has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then DOCCS shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

DOCCS reserves the right to reject any bid or request for assignment for an entity that appears on the prohibited entities list prior to the award 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.

G. **Executive Order Number 38** (Attachment F) – Contractor must agree to comply with Executive Order Number 38. A copy of Executive Order Number 38 is attached for review.

H. **Executive Order Number 26** (Attachment F) - Contractor must agree to comply with Executive Order Number 26. For purposes of this RFP and contract, the Contractor must provide services in both English and Spanish. For any other languages that are listed under Executive Order Number 26, the Contractor will agree to cooperate with DOCCS to provide translation or interpreter services to those releasees.

I. **Vendor Responsibility** (Attachment F) – Contractor must agree to the terms and conditions noted on pages 14 & 15 of the RFP concerning Vendor Responsibility.

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

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

VI. FISCAL COMPONENT

A. Billing

1. Any payment made by DOCCS to the vendor will be made through direct payment on a monthly basis. Compensating balances will not be employed. Contract Vendor must provide complete and accurate billing invoices to DOCCS in order to receive payment. Billing invoices submitted to DOCCS on a standard voucher must contain all information and supporting

documentation. A monthly invoice for payment should be forwarded by the 10th day of every month.

2. Payment for invoices submitted (if applicable) by the Vendor 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 Vendor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us or by telephone 518-474-4032. **Vendor 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 by paper check as set forth above. Be advised that further instructions concerning the submission of** invoices will be provided to the vendor after notice of contract award

   Every contractor doing business with the State of New York is required to be a registered vendor with the Office of the State Comptroller's Vendor Management Unit. For contracts to be approved and executed by both DOCCS and the Office of the State Comptroller, a contractor must be registered within the Statewide Financial Management System (SFS). Upon contract award, the contractor must submit a substitute W-9 to DOCCS. This information will allow DOCCS to request the addition of the contractors within the SFS. If the contractor is already a registered vendor within the SFS, the contractor shall provide the assigned vendor identification number upon request.

B. Proposal Cost

Proposals must clearly indicate requested pricing on ***Attachment D - Cost Sheet***, and submit it as part of the proposal.

1. All costs to the contractor associated with the collection, receipt and reporting of supervision fees must be captured in the actual fee that releasees will pay to use any of the payment methods (Attachment D, Section I). The only exception to this would be a monthly administrative fee that could be paid to the contractor by DOCCS (Attachment D, Section II). Such payment would be made through the State's voucher payment system.

2. All proposals must clearly indicate proposed pricing on Attachment D, Section I. For each payment method (walk-in, by computer/internet, phone, mail) please indicate the fee that the releasee would pay to use said payment method with the exception of US Mail. Contractor cannot charge a fee to receive and process payments by mail to its lockbox (Attachment D Section I.4.). Any costs associated with this required option must be included in the monthly maintenance fee (Attachment D, Section II).

VII. INFORMATION TO INCLUDE IN YOUR PROPOSAL

In addition to addressing all of the specifications outlined in Attachment B, please address the following:

A. Indicate any and all licenses that you have from any licensing authority.

B. Attach proof of bonding or any other applicable insurance programs for a minimum level of $2 million.

C. Provide a detailed, written plan explaining how it will handle a transition situation at the end of the contract period. At DOCCS' direction, the contractor will provide any and all data including Fee for Supervision Accounting records to any subsequent contractor.

D. Attach a copy of your organization's Certificate of Incorporation. If there is no Certificate of Incorporation, please attach a brief statement to that effect, including a brief description of the reason why none exists and, a brief description of the nature of your organization, including the legal name of your organization and its principal place of business.

VIII. LEGAL FORMS (Attachment F)

Proposals should include the following forms:

- **Compliance with State Finance Law §139j and §139k***

  New York State Finance Law §139-k(5) requires that every Procurement Contract award subject to the provisions of State Finance Law §§139-k or 139-j shall contain a certification by the Contractor that all information provided to the DOCCS with respect to State Finance Law §139-k is complete, true and accurate (***Contractor's Certification of Compliance with State Finance Law §139-k(5)* Attachment 1***). In addition, State Finance Law §139-j(6) requires that the DOCCS incorporate a summary of its policy and prohibitions regarding permissible Contacts during a covered procurement.

  State Finance Law §§139-j and 139-k, also imposes certain restrictions on communications between the DOCCS and Contractors during the procurement process. Potential Contractors are restricted from making contacts from the earliest notice of intent to solicit offers pursuant to the "Request for Proposal (RFP)" through final award and approval of the Procurement Contract by DOCCS and, if applicable, 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).

  Regarding this RFP process questions must be in writing referencing the RFP number, page number, section and emailed to the Contract Procurement Unit at doccscontracts@doccs.ny.gov.

  Indicate your concurrence with this requirement in ***Contractor's Affirmation of Understanding of and Agreement pursuant to State Finance Law §139-j (3) and §139-j (6) (b), Attachment 2***. Please note that during the RFP process that

DOCCS is required to determine the responsibility of "the proposed Contractor" pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two such findings within a 4-year period the Contractor will be debarred from obtaining governmental Procurement Contracts.

Lastly, New York State Finance Law §139-k(2) obligates DOCCS to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j **(*Contractor's Disclosure of Prior Non-Responsibility Determinations, Attachment 3*)**. This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law §163(9). In accordance with State Finance Law §139-k, potential Contractor must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by DOCCS due to: (a) a violation of State Finance Law §139-j or (b) the intentional provision of false or incomplete information to a Governmental Entity . The terms "Offerer" and "Governmental Entity" are defined in State Finance Law § 139-k(1). State Finance Law §139-j sets forth detailed requirements about the restrictions on contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether a Contractor fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Contractor that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Contractor is necessary to protect public property or public health safety, and that the Contractor is the only source capable of supplying the required Article of Procurement within the necessary timeframe.

DOCCS must obtain the required certifications that the information in your proposal is complete, true and accurate and if any prior findings of non-responsibility, such as non-responsibility pursuant to State Finance Law §139-j exist **(*Contract Termination Provision, Attachment 4*)**.

***All providers submitting a proposal pursuant to this RFP should provide the four attached completed certification forms with their proposal.**

- **Vendor Responsibility Questionnaire**
  Contractor will have to remain a responsible vendor throughout the duration of the contract. If at any time the contractor is found to be not responsible, or if there is a question of whether the contractor is responsible or not, any and all activities performed pursuant to the contract may be suspended. Finally, the contract may also be terminated upon a finding of non-responsibility during the contract term.

  DOCCS recommends that vendors file the required Vendor Responsibility

Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at www.osc.state.ny.us/vendrep/vendor_index.htm or go directly to the VendRep System online at https://portal.osc.state.ny.us.

Vendors must provide their New York State Vendor Identification Number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact the Office of the State Comptroller's Help Desk at 866-370-4672 or 518-408-4672 or by email at ciohelpdesk@osc.state.ny.us.

Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact DOCCS for a copy of the paper form or the Office of the State Comptroller's Help Desk for a copy of the paper form.

- **ST-220TD & CA Tax Certification**
  NYS enacted section 5-a of the Tax Law requiring persons awarded contracts valued at more than $15,000 with state agencies, public authorities or public benefit corporations to certify that they, their affiliates, their subcontractors, and the affiliates of their subcontractors have a valid certificate of authority to collect New York State and local sales and compensating use taxes. A contractor, affiliate, subcontractor or affiliate of a subcontractor must be certified as having a valid certificate of authority if such person makes, or has made, aggregate sales delivered within New York State of more than $300,000 during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made. Form ST-220TD, must be filed with Department of Tax and Finance (DTF) only once. If the information changes, a new form, ST-220-TD must be filed. Form ST-220CA must be filed with contractor's bid response certifying that the contractor filed the ST-220TD with DTF. Failure to make either of these filings may render a bidder non-responsive and non-responsible. Bidder shall take the necessary steps to provide properly certified forms within a timely manner to ensure compliance with the law.

- **Certificate of Workers' Compensation Insurance**
  Workers' Compensation Requirements Under Wcl §57 - To assist DOCCS in enforcing Section 57 of the Workers' Compensation Law, organizations entering into contracts with DOCCS should provide ONE of the following forms. To assist you in this matter, the following links to information regarding acceptable proofs of coverage are provided:

  Workers' Compensation -
  http://www.wcb.ny.gov/content/onlineforms/obtainC105.jsp
  Disability Benefits
  http://www.wcb.ny.gov/content/onlineforms/obtainDB120-1.jsp
  Exemption -
  http://www.wcb.ny.gov/content/ebiz/wc_db_exemptions/requestExemptionOverview.jsp

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

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

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

IX. STIPULATIONS

A. DOCCS reserves the right to the following:

1. At any time, amend RFP specifications to correct errors or oversights, and to supply additional information as it becomes available. All bidders who have received this RFP will be supplied with all amendments or additional information issued.
2. Seek clarifications and revisions of proposals.
3. Change any of the scheduled dates stated herein with written notice to all bidders who have received this RFP.
4. Disqualify proposals that fail to meet mandatory requirements.
5. Request any non-mandatory documents from bidder.
6. Amend, modify, or withdraw this RFP at any time and without notice to or liability to any bidder or other parties for expenses incurred in preparation of a proposal.
7. Not to proceed with an award.
8. Reject any and all proposals received in response to the RFP.
9. Make an award under the RFP in whole, or in part.
10. Use proposal information obtained through site visits, management interviews and the State's investigation of a bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the bidder in response to the agency's request for clarifying information in the course of evaluation and/or selection under the RFP.
11. Prior to the bid opening, direct bidders to submit proposal modifications addressing subsequent RFP amendments.
12. Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective bidders.
13. Waive any requirements that are not material.
14. Negotiate with a successful bidder within the scope of the RFP in the best interests of the State.

15. Conduct contract negotiations with the next responsible bidder, should the agency be unsuccessful in negotiating with the selected bidder.
16. Utilize any and all ideas submitted in the proposals received.
17. Unless otherwise specified in the solicitation, every offer is firm and not revocable for a period of 180 days from the bid opening.
18. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a bidder's proposal and/or to determine a bidder's compliance with the requirements of the solicitation.

B. Issuance of this RFP does not commit DOCCS to award a contract or to pay any costs involved in preparation of proposals. All proposals are submitted at the sole responsibility of the bidder.

C. The proposal must be signed by the Chief Executive Officer or an Authorized Designee of the agency and shall constitute a firm offer by the bidder for a minimum period of 180-days after proposal submission. The proposal shall serve as the basis for the contract with the successful bidder.

D. Bidders may propose to partner or sub-contract with other entities to meet the terms of this RFP. In such a case, however, DOCCS will only communicate with the bidder, not the partner or sub-contractor. If bidder proposing such is awarded, the partner or sub-contractor will be required to complete a Vendor Responsibility Questionnaire.

E. Successful bidder will be required to assure compliance with certain provisions of both state and federal Law. These include, but are not limited to, assurance of non-discrimination, affirmative action in hiring and provision of services, and the protection of client records as required by law and regulation. Proposals from Minority and Women-Owned Enterprises are encouraged.

F. Bidder must represent that the services provided are secular and provided without regard to religious, ethnic, or gender factor, and do not directly or indirectly favor or foster a single sectarian view or religion.

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

H. Information regarding current contracts may be requested under the Freedom of Information Law (FOIL). FOIL requests should be submitted to DOCCS Records Access Officer. Specific filing information can be obtained at https://www.parole.ny.gov/foil.html. Information may be provided once the entire procurement process has been completed and formally approved by the appropriate state agencies.

I. Upon contract award, if Contractor is not able to start the program on July 1, 2015, DOCCS has the right to withdraw its award. The proposal with the second highest point allocation will then be awarded a contract.

J. Upon contract award the bidder will be required to sign the Non-Disclosure Agreement in Attachment G, Non Disclosure Agreement.

K. The Contractor shall submit an EEO policy statement to the DOCCS Contract Procurement Unit, 550 Broadway, Menands, NY 12204 within seventy two (72) hours after the date of the notice by DOCCS to award the Contract to the Contractor.

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

M. Information regarding the procurement procedure may be found on the webpage of the New York State Procurement Guidelines of the State Procurement Counsel at: http://www.ogs.ny.gov/procurecounc/default.asp and Office of General Services Procurement Services webpage at: http://ogs.ny.gov/BU/PC/.

N. During the course of the contract, DOCCS may at its sole discretion choose not to accept payments through any or all of the four mandatory methods. In addition, DOCCS may, at its own discretion, choose to use some or all of the discretionary payment methods outlined in the contract.

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

P. In the event that any one or more of the provisions of this agreement shall for any reason be declared unenforceable under the laws or regulations in force, such provision will not have any effect on the validity of the remainder of this agreement, which shall then be construed as if such unenforceable provision had never been written or was never contained in this agreement.

Q. In the event of any material breach of service by the bidder, DOCCS shall give written notice specifying the material breach. If such written notice of material breach is given and the bidder does not correct the breach to DOCCS' satisfaction within ten (10) business days after receipt of the written notice, DOCCS shall have the right to unilaterally and immediately terminate the agreement and seek a replacement bidder in order to maintain service without penalty to DOCCS.

R. Upon contract expiration or notice of termination, the contractor will coordinate with DOCCS and the contractor to carry forward the current releasee accounts from the current contractor to the successor.

X. PROPOSAL SUBMISSION

Proposals should be submitted in accordance with the following format:

A. Standard 8.5 x 11 inch paper, one-inch margins all the way around, single-spaced, business print style font of not less than 12 points.

B. Response must include all items detailed in the Scope of Services ***(Attachment B)***. Accordingly, all specifications should be addressed in the proposal response narrative in no more than 20 (twenty) pages, single-spaced.

C. Submitted proposals must include the documentation identified in the following pass/fail checklist. Failure to submit any mandatory requirements in the original proposal will result in rejection.

Pass/Fail Checklist

1. Proposal one (1) original plus ten (10) copies.
2. Completed and signed Application Cover Sheet (*Attachment C*).
3. Twenty (20) page maximum *single-spaced* detailed proposal response narrative (*Attachment B*)
4. Cost Sheet (*Attachment D); not counted toward 20-page maximum).*
5. Completed State Finance Law §139-j and §139-k *(Attachment F - 4 Attachments)*

D. Submitted proposals should include the documentation identified below. Note that any missing documentation may result in a reduction of points.

- ✓ Company details
- ✓ Implementation schedule
- ✓ Three professional letters of reference
- ✓ Detailed Transition Plan

E. Any bidder that is offered a contract will be required to submit additional documentation including but possibly not limited to:

- ✓ Copy of any applicable licenses
- ✓ Proof of bonding at minimum $2 million level
- ✓ Copy of your Certificate of Incorporation; if applicable
- ✓ Legal Forms *(Attachment F)*
  - o Vendor Responsibility Questionnaire
  - o Workers' Compensation Insurance/Disability Insurance
  - o Tax Certification
  - o Encouraging Use of New York State Subcontractors and Suppliers
- ✓ Signed Non-Disclosure Agreement (Attachment G)
- ✓ Noted compliance with Appendix A Standard Clauses (Attachment A)
- ✓ MWBE requirements and McBride Principles (Attachment E)

NOTE: Bidders may submit these items with the bid, if desired

E. DOCCS WILL NOT CONSIDER PROPOSALS THAT ARE SUBMITTED LATE OR PROPOSALS SENT BY E-MAIL OR FAX.

XI. EVALUATION OF PROPOSALS

DOCCS will award contracts based upon evaluation of all aspects of the program according to the needs of the agency and the best interests of the State of New York. Awards will go to the provider whose proposal provides the **best value** as determined by DOCCS, pursuant to New York State Finance Law §163 (1)(j). This is defined as the most beneficial **combination of quality and costs** for the services being requested. If the evaluation results in a tie, price shall be the basis for determining the award recipient. The basis for determining the award shall be documented in the procurement record.

A committee of DOCCS personnel, consisting of approximately seven to ten staff from various DOCCS offices will evaluate proposals independently to determine which proposals are most capable of implementing DOCCS requirements based on the following criteria:

Phase I

Phase I will consist of a review of each original proposal to ensure that all mandatory requirements are met. Failure to meet any of the mandatory requirements in the original proposal will result in a proposal being considered non-responsive and will result in elimination from further evaluation. All original proposals that meet the mandatory requirements will move to Phase II. Phase I is not scored; it is reviewed for compliance as noted below:

Pass/Fail Checklist

1. Proposal one (1) original plus ten (10) copies.
2. Completed and signed Application Cover Sheet (*Attachment C*).
3. Twenty (20) page maximum *single-spaced* detailed proposal response narrative (*Attachment B*)
4. Cost Sheet (*Attachment D); not counted toward 20-page maximum).*
5. Completed State Finance Law §139-j and §139-k *(Attachment F - 4 Attachments)*

Phase II

Phase II will consist of an evaluation of your detailed proposal response narrative (Attachment B). Proposals will be evaluated based on thoroughness in responding to each item. All proposed services should be adequately and completely described. A paragraph-by-paragraph response in chronological order is advised to provide the Evaluation Committee with the best method to review your proposal. The breakdown of points is outlined in Attachment B, Scope of Services. Points will be awarded for each item indicated in Attachment B (total of 75 points). A passing score of at least 45 points will be required to advance to Phase III. Phase II scores are calculated by adding the Total points of each reviewer and dividing that number by the total number of reviewers. This will create an average score of all evaluators.

Phase III

Phase III will consist of an evaluation of the overall cost of each proposal as detailed below:

Cost of Services -25 points

The cost of each proposal will be scored as follows:

1. **Cost to releasee for paying the fee (15 points)**

The total number of payment methods listed with the proposed cost of using each method per transaction is to be detailed in the Attachment D. COST SHEET under Section I. Cost to Releasee for Paying the Fee. Since DOCCS has no experience with any required payment method other than the mail/lockbox service, the total number of payment methods (four) will be divided into the total cost of using all four payment methods to arrive at a single average cost per transaction used. For example, if a bidder proposes $5.00 for the walk-in method, $3.00 for the phone method, and $2.00 for the computer/internet method, and no cost for mailing, as indicated, then the total cost for all methods, which equates to $10.00, will be divided by the four payment methods determining an average final cost per transaction of $2.50.

Please note that if the proposed cost per any single transaction is zero, indicate this by inserting "0"in the proposal on the Attachment D. COST SHEET. Failure to do so may result in disqualification.

The proposal with the lowest average cost per transaction will be awarded 15 points. Other proposals will be awarded points in direct proportion to the lowest cost proposal for this section.

2. **Cost to DOCCS for administration of program (10 points)**

The bidder's proposed monthly payment by DOCCS to the contractor for administration of the program, including lockbox services, will be evaluated. This cost, if applicable, must be <u>all inclusive</u> covering any cost to the contractor not recouped under Section 1. <u>Cost to Releasee for Paying the Fee</u>. This cost may include lockbox rental, programming, reporting, promotional materials, reminders to releasees and any other administrative costs.

The proposals with the lowest monthly cost for administration of the program will be awarded 10 points. Other proposals will be awarded points in direction proportion to the lowest cost proposal in this section.

Please note that if the proposed monthly cost is zero, indicate this by inserting "0"in the proposal on the Attachment D. COST SHEET. Failure to do so may result in disqualification.

XII. PROPOSAL DUE DATES

There will be a non-mandatory Bidders' Conference on **Thursday, December 18, 2014** at DOCCS, 97 Central Avenue, Albany, NY. Please contact the Contract Procurement Unit at (518) 436-7886 ext. 3135 or e-mail doccscontracts@doccs.ny.gov, to confirm your attendance and be advised of the time of the conference.

Any questions related to this RFP should be e-mailed to the Contract Procurement Unit at doccscontracts@doccs.ny.gov. A copy of the Bidder's Conference transcript will be posted on the DOCCS (Community Supervision) website no later than **C.O.B Tuesday, December 30, 2014.** Questions must be submitted by **3:00 PM, Tuesday, January 13, 2015,** Answers to all questions will be posted on the DOCCS (Community Supervision) website no later than **C.O.B Wednesday, January 21, 2015.**

One (1) original plus ten (10) copies of completed proposals, with all required attachments and documentation, must be received no later than **12:00 Noon Wednesday, February 11, 2015**. Any proposal received after this date and time cannot be accepted.

Proposal must be received in a sealed package marked **"Proposal for Bid 2014-11"** and forwarded to:

NYS Department of Corrections and Community Supervision
Contract Procurement Unit – Support Operations
Proposal for Bid 2014-11
550 Broadway
Menands, NY 12204

ATTACHMENT A

STANDARD CLAUSES FOR
NYS CONTRACTS (APPENDIX A)

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.

January 2014

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STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT B

SCOPE OF SERVICES

ATTACHMENT B

NYS DOCCS RFP 2014-11
SUPERVISION FEES COLLECTION AND ACCOUNTING SYSTEMS

SCOPE OF SERVICES

Directions: Proposals will be evaluated based on thoroughness in responding to each item below. All proposed services should be adequately and completely described. A paragraph-by-paragraph response in chronological order is advised to provide the Evaluation Committee with the best method to review your proposal.

Provide accurate, succinct, responses in no more than twenty (20) pages total (single spaced). Do not attach any documents or items not required by the RFP. Please note that the RFP reviewer will not read or evaluate any information contained in those pages that exceed the 20-page limit.

I. OPERATIONAL REQUIREMENTS (COLLECTIONS)

A. **Contract Award (1 point)**

Immediately upon contract award, DOCCS will designate a Contract Manager and will provide the Contractor with the DOCCS Contract Manager's contact information. Include in the RFP proposal a description of the bidder's approach that at a minimum will ensure:

1. All correspondence related to the project will be directed to the DOCCS Contract Manager who shall monitor and approve performance of each contracted service and any required submissions.
2. Contractor will not provide access or divulge to third parties any information or material acquired during the performance of services unless otherwise authorized by DOCCS.
3. The Contractor will strictly adhere to the specifications as defined and accepted by DOCCS.
4. All reports, data files and other materials relating to and encompassed in this RFP and the Contractor's proposal in response to the RFP shall be furnished to DOCCS and shall become the exclusive property of DOCCS and shall be treated as confidential by the Contractor.

B. **Project Manager (2 points)**

In the RFP response, provide a plan for communications with DOCCS and the appointment of a Project Manager available to meet with DOCCS upon request and who shall be responsible for ensuring successful implementation of the following contract requirements:

1. By no later than five (5) calendar days after the effective date of the contract, the Contractor shall provide DOCCS with the contact information of the Project Manager.

   The Project Manager shall have the overall responsibility for compliance with all contract requirements and authority to make decisions regarding day-to-day operations.

2. Within ten (10) calendar days after the contract effective date, the Project Manager shall meet with DOCCS personnel and other designees, as determined by DOCCS, to discuss the collection service requirements, and to obtain any specific information, data, and instructions necessary to finalize the design of the collection system and plans for operation, as submitted by the Contractor in response to the RFP.

3. The Project Manager will be responsible for the clarification and resolution of rejected payments, payments unable to be processed, tampered documents and debit and credit adjustments.

C. **General Requirements of Contract (5 points)**

In the RFP proposal, describe the chain of custody and control procedures that will be employed to ensure that all payments arrive, are recorded and stored in an accurate and timely manner, and meet the requirements listed below.

1. Establishment of a Community Supervision Fee Account for deposit of all revenue received. This account is required to be available to the State Comptroller on demand and shall comply with all State Comptroller rules and regulations including designation as a State depository.
2. Prompt deposit of all remittances into the Community Supervision Fee Account.
3. If applicable, monthly billing to DOCCS will compensate the Contractor for administration of the program. Any payment made by DOCCS to the vendor will be made through <u>direct payment</u> on a monthly basis. Compensating balances will not be employed. Contract Vendor must provide complete and accurate billing invoices to DOCCS in order to receive payment. Billing invoices submitted to DOCCS on a standard voucher must contain all information and supporting documentation. A monthly voucher for payment, if applicable, must be forwarded along with required monthly reports (including information transfer) by the 5th day of every month.
4. The Contractor will notify DOCCS of all rejected payments within one business day of the Contractor's determination. When a payment is rejected, the Supervision Fee account should be charged (debited) for the respective amount on the same day as the Contractor notification.

5. The Contractor agrees that data submissions which are determined by DOCCS to be inaccurate will be replaced with corrected information within 24 hours of notification.

D. **Collection Service Requirements (5 points)**

In the RFP proposal, include a description of the Supervision Fees Collection and Accounting System which will achieve the collection services in accordance with all applicable state or federal laws, rules, or regulations and as specified below:

1. The Contractor shall provide collection services by using the Contractor's own collection system.
2. If DOCCS notifies the Contractor that a releasee has been granted a waiver on an account, the Contractor shall not accept the monthly fee from such releasee on that account during the time period that the waiver is in effect. DOCCS will notify the Contractor of waivers on the Monthly Releasee Billing File as shown on Attachment J.
3. The Contractor will provide for participant reminder services in English and Spanish to facilitate fee collections both current and in arrears. In the RFP proposal, provide a description of this option, benefits, and requirements for implementation.
4. The contractor must have the ability to accept all payments made and assign them to each releasee's account. All payments received must first be applied to the current month's requirement and next to payments in arrears (accounts receivable). Lastly, any remaining funds must then be assigned as a credit balance to future fees due by releasee or be refunded to the releasee without interest at the determination of DOCCS.
5. DOCCS policy has been to assess monthly payments of $5.00, $15.00, or $30.00 based upon a determination of releasees ability to pay. Effective with this contract, DOCCS will only be assessing payment levels of $15.00 and $30.00 per month. Contractor should be aware, however, that payment for amounts other than $15.00 and $30.00 will be made and must be accepted. Contractor should also be aware that different payment levels replacing or in addition to the $15.00 and $30.00 levels could be required at the sole discretion of DOCCS throughout the term of the contract.

E. **Mandatory Releasee Payment Methods (15 points)**

In the RFP proposal, include a plan to provide the following mandatory payment methods to the releasee population. The Contractor should include payment methods that will accept and validate payments and/or remittances and also verify releasee identification. The RFP proposal must include methods for the payment or remittance of supervision fees via:

1. **Walk-in Payments**

   Defined as walking into a retail establishment to pay the supervision fee. This method must be available in all five (5) counties of the City of New York and forty-six (46) counties outside of New York City (represents

80% of non-New York City counties). Releasee must be able to make cash payments to an individual or to a kiosk.. Proposals should describe the process that is proposed including the chain of custody for the payments and the documentation that will be provided to DOCCS. Please explain how the releasee and his/her account will be identified. This payment method will be evaluated based on its ease of use and accessibility, as well as the number of locations available statewide. Please include a map of New York State and a Map of New York City showing all walk in locations available.

2. **Phone Payments**
Defined as the ability to pay the supervision fee by using either a land line or a cellular telephone. Phone payment options must accept payments through debit cards, credit cards, and bank fund transfer. The proposal should include a description of the reasonable accommodations available for disabled releasees and the language services that will be available for non-English speaking releasees. This payment method will be evaluated based on its ease of use including options utilizing voice input as well as keyboard entry. Proposals should describe the process that is proposed including the chain of custody for the payments and documentation that will be provided.

3. **Computer/Internet Payments**
Defined as the ability to pay the supervision fee through an internet equipped desktop computer, laptop computer, or a mobile or smart technology device by using debit cards, credit cards, and bank account fund transfers. Proposals should describe the process that is proposed including the chain of custody for the payments and the documentation that will be provided. Please explain how the releasee and his/her account will be identified. This payment method will be evaluated based on its ease of use including the "navigation" ease of using the online payment process, accommodations for the disabled, and the availability of language services for non-English speaking releasees.

4. **Lockbox/Mail Payments**
Defined as the ability to pay the fee by mailing money orders or certified checks to a lockbox swept by Contractor for receipt into the State account every 24 hours. Said mail may be sent from releasees or sent from a dropbox in bulk from DOCCS area offices. Proposals should describe the process that is proposed including the chain of custody for the payments and the documentation that will be provided. Please explain how the releasee and his/her account will be identified. This payment method will be evaluated based on its ease of use.

All explanations of proposals to use the payment methods should include a description of how the releasee's account will be identified and how that information will be provided to the releasee. For the Lockbox/Mail Method, your proposal should discuss what form or documentation will have to be mailed by the releasee with his/her payment and how you will handle payments that lack the required documentation. Please note that "personal checks and cash" will not be accepted through the lockbox.

FAILURE TO ADDRESS ALL FOUR MANDATORY PAYMENT METHODS WILL RESULT IN PROPOSAL BEING DISQUALIFIED. Payment methods should effectively respond to geographic considerations in urban, suburban, and rural areas under the jurisdiction of DOCCS. The RFP proposal should also describe how the proposed payment methods will comply with New York State Correction Law Section 201 (9).

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F. **Collections Accounting (5 points)**

In the RFP proposal, include proposed procedures to receive and account for all payments consistent with Generally Accepted Accounts Standards for the handling of money orders, checks, fund transfers and other payment methods. Separation of duties in the receipt, deposit, reporting, and quality control actions are required. All Contractor accounting procedures shall be subject to the rules of the New York State Office of the Comptroller (OSC) and the New York State Banking Department.

1. All funds received by Contractor are required to be deposited with a New York State licensed banking institution. A specific dedicated account with said Bank should be established with the Office of the State Comptroller as owner and signatory of this account.
2. Deposit revenue collected by the Contractor to the Comptroller's account through electronic transfer of payments(s), or if payment(s) are mailed, through the establishment of a dedicated lockbox, which the Contractor will sweep daily and deposit all revenue received by the lockbox into the Bank's dedicated account within twenty-four (24) hours of receipt.
3. Ensure that Bank receipts from all sources are reported within twenty-four (24) hours of receipt to DOCCS and OSC.
4. Accompany all deposits with a deposit transmittal document that reflects fees collected. The amount to be credited to a releasee's account should be clearly identified on all transmittal documents.

6. The Contractor shall close cases as instructed by DOCCS when: releasee no longer is on community supervision (releasee has reached maximum expiration of sentence or has been re-incarcerated)), case is closed by court order, a permanent waiver is issued, a releasee is discharged from sentence or the period of supervision is terminated, or death of the releasee.

6. If the Contractor receives a payment for a releasee who has been discharged from supervision and the releasee is not in arrears, the Contractor shall not deposit said payment but forward it to DOCCS by overnight mail on the same day the payment is received by the Contractor. The Contractor shall also notify the releasee in writing, that he/she should not make any future payments and to contact DOCCS immediately. Similarly, any payments received by the contractor for accounts that have been closed should be handled in the same fashion.

G. **Customer Service (2 points)**

In the RFP proposal, include a description of proposed customer service and complaint resolution and reconciliation protocols and procedures.

1. The Contractor shall provide professional and courteous assistance and service to all releasees.
2. The Contractor shall provide payment instructions and marketing literature in both English and Spanish for distribution to the releasee population to inform them of payment services after obtaining DOCCS's written approval. Information shall also be made available on DOCCS website. Include prototypes and/or samples in the RFP proposal submission.

II. <u>TECHNICAL REQUIREMENTS</u>

A. **General Technical Requirements (4 points)**

In the RFP proposal, include a design of the testing, implementation, and security of the proposed applications system for the recording and retrieval of all data associated with the program. Specifically address each of the requirements listed below:

1. DOCCS requires a fully hosted service. All hardware, firmware, software, electronic communications devices, licensing fees, maintenance, upgrades and associated costs are the sole responsibility of the Contractor.
2. The Contractor will develop, test, implement, and maintain all equipment, communications, and connections used between the Contractor and DOCCS for the program.
3. All functionality provided to DOCCS is to be browser-based.
4. DOCCS staff and releasees will have twenty-four (24) hour access 365 days per year to individual releasee accounts and payment records via a web interface that is accessible using a standard web browser. Access to account information should be secure, easy to use, require log-in password protection and user validation with a separate URL for DOCCS and releasees. The RFP proposal should describe either an existing or a proposed access protocol.
5. Access to releasee account information through the DOCCS chain of command is required.

6. The RFP proposal should articulate all necessary quality control, security and information technology requirements to ensure a high level of program accuracy.
7. The Contractor will coordinate all system changes with DOCCS, including changes to interfaces, navigation and security. Contractor must provide instructions and training for these changes.

B. **Synchronization (2 points)**

To ensure data integrity and accurate processing, the Contractor will reconcile data with DOCCS on at least a monthly basis. The Contractor will provide DOCCS with all data in a format acceptable to DOCCS. The Contractor will work with DOCCS to resolve all discrepancies identified by DOCCS. Contractor discrepancy resolution includes, and is not limited to, correcting all data (past and current) presented to users in data exchanges, in reports, etc.

C. **Data Exchanges (4 points)**

The Contractor agrees to transfer information to and from DOCCS and verify that data has been sent and received correctly and completely between parties, coordinating data reconstruction and/or retransmission as necessary. Data Exchange protocols and formats may be changed if mutually agreed upon by the Contractor and DOCCS. The RFP proposal should include any technical and/or formatting specifications necessary to meet the requirements below:

1. **Initial Accounts Load**

It is necessary for DOCCS business continuity to seamlessly carry forward current releasee account balances from the prior contract. DOCCS will provide the Contractor with a Releasee Payments and Balances File or web service. (See Attachment I for file layout details.) The Contractor will use this data to load releasee accounts onto their system. The Contractor will ensure that the accounts are up-to-date at the start of the contract and during any parallel testing. To do so, the Contractor may request and apply subsequent run(s) of this file or web service from DOCCS.

2. Releasee Billing

DOCCS will provide to the Contractor a Releasee Billing Data File or web service on at least a monthly basis. The file contains releasee identification, supervision fee eligibility, supervision assignment information, as well as the monthly fee due to be collected. It also contains a transaction code that indicates releasees to be added to the system, continued on the system, and releasees to be discontinued from the system. Any and all information may change over time. DOCCS will also communicate any changes to DOCCS Area Offices and locations. The Contractor will apply DOCCS information to their system, reflecting the current and correct information on all reports and data files. (See

Attachment J for details.) The Contractor will begin collection services for each new releasee account indicated by an Add Transaction on the file, continue collection services for each releasee account indicated by a Continue Transaction on the file, and end collection services for each releasee account indicated by a Discontinue Transaction on the file. A discontinue transaction may be permanent in the event of a releasees discharge, death or releasee return to incarceration. However, a discontinue transaction may also be temporary and followed by an add transaction in a subsequent Monthly Releasee Billing File as in the case of a temporary waiver or return to supervision following a new commitment. Retention of each releasee's account history and balances is required throughout the duration of this contract.

3. **Releasee Payments**
   The Contractor will provide DOCCS a Releasee Payments Data File or web service containing payments newly received at least on a monthly basis or upon demand as requested by DOCCS. (See Attachment I for file layout).
4. **Releasee Updates**
   The Contractor will provide DOCCS a Releasee Update File or web service with releasee information updates such as an address change, email change or phone number change.

D. **Disaster Recovery Plan (2 points)**

Submit a disaster recovery plan in order to limit the risk of disruption to the Contractor's processing system and to ensure a resumption of the system and processing following a disaster including, but not limited to; fire, flood, hurricane, tornado, or terrorist attack. The disaster recovery plan shall include but not be limited to the following:

1. A detailed schedule for backing up critical files and their rotation to an offsite storage location.
2. Complete, accurate, and up-to-date documentation of all systems and procedures used in processing.
3. Backup of software and storage.
4. Backup of all data and files, and storage of the backups.
5. A detailed plan for the resumption of services.
6. A detailed plan for storage and retrieval of all, if any, hard copy files.
7. Outages - The Contractor will schedule and coordinate any planned outage of services with DOCCS. In the event of an unplanned outage of services, the Contractor will notify DOCCS immediately of the outage reason, time frame, affected services, and alternate procedures during the outage.
8. Annual review and updating as necessary based on conceivable outage scenarios or actual occurrences.

III. BANKING REQUIREMENTS

A. General Requirements **(3 points)**

1. The RFP proposal shall define "close of business" and shall specify a cutoff time with respect to remittances received. All remittances that are received prior to the specified cutoff time shall be deposited in the Supervision Fee account and credited in a corresponding ledger by the close of business on the day of receipt. All remittances that are received after the specified cutoff time are required to be deposited into the Supervision Fee account ledger credit as of the next legal business day.
2. On the last day of each month, the Contractor is required to ensure that all data associated with remittances deposited that day are fully processed by the close of business the next business day. In the RFP proposal, include a description of the process by which this requirement will be met. The Contractor will affirm that 99.0 percent of all payments processed will be free of clerical and data errors and explain how this will be accomplished.
3. The payments mailed to the lockbox are required to be swept up at least once every business day. Describe how pickups will occur and the method that will be used.

B. Document Processing and Records **(2 points)**

In the RFP proposal, provide a description of quality control procedures for transaction processing as specified below:

1. The Contractor will sort and process all payments received through any of the payment methods used into the following categories:

    a. Monthly payment documentation with full remittance.
    b. Monthly payment documentation with partial remittance shown.
    c. Unprocessable items (anything received that cannot be appropriately identified, such as an unidentifiable money order).
    d. Payments suspected of being tampered with.
    e. Any payments received for a prior month as an arrears payment shall be reviewed, inspected and processed.
    f. The Contractor will review all remittances to ensure bankability.
    g. The Contractor will enclose a monthly transmittal of all unprocessable payments.
    h. Upon request, the Contractor will provide DOCCS with verifiable evidence of releasee payments for any such approved form of payment.

IV. DATA MANAGEMENT (4 points)

The RFP proposal should include a description of the design for a reporting tool that utilizes up-to-date data. The Contractor will provide DOCCS access to produce, view, and print reports containing all available data.

V. REPORTING REQUIREMENTS (4 points)

A. Provide the capability to produce, view, extract, and/or print the following reports via a user friendly web-based interface. DOCCS prefers that extracted data be in a non-proprietary format. Include mock-ups of proposed reports and an overview of the web-based interface functionality.

1. An automated **Daily Balance Report** will be emailed by the Contractor to the Office of the State Comptroller by 9:30 a.m. each business day.
2. A **Monthly Control Report** which will provide the percentage of billed fees actually collected during the reporting month and New York State fiscal year-to-date by area office within each region (See Attachment K for sample report format) by no later than the 10th working day of every month. The report should provide totals for amount owed, number of releasees required to pay, the number of releasees who paid any amount, the payment rate, the number who paid in full, the compliance rate, the total amount paid, the amount in arrears, and the frequency of payment methods.
3. After services are fully implemented, by no later than the 10th working day of every month, the Contractor Shall make available via web interface a **Monthly Releasee Activity Report**. (See Attachment K for sample report format.)
4. The Contractor shall provide DOCCS with a monthly detail report containing releasee name, NYSID number, DIN, Area Office assignment, supervising Senior Parole Officer and Parole Officer, current month amount owed, amount paid and amount in arrears. Provide the same information for New York State fiscal year-to-date (April 1 through March 31) and for each releasee's entire fee payment history. (See Attachment K for SPO/PO Supervision Fee Specifications.)
5. After services are fully implemented, by no later than the 10th working day of every month, the Contractor Shall make available via web interface a **Monthly Entity Summary Report.** (See Attachment K for sample report format.)
6. DOCCS reserves the right to modify the content and frequency of the information required. DOCCS also reserves the right to obtain additional reports and to modify reports. If the DOCCS Contract Manager identifies any problems with reports provided by the Contractor, the Contractor will make the specified changes for future reports as well as correcting past reports.

VI. ADMINISTRATIVE REQUIREMENTS / EXPERIENCE AND REFERENCES (15 points)

A. **Describe** organizational structure and demonstrate how it will meet the requirements of the Scope of Services. The roles, responsibilities, relevant experience and qualifications of the Project Manager and key staff should be included. Attach resumes, position titles and job descriptions.

B. **Illustrate** experience providing fee collections to criminal justice agencies. The bidder shall submit evidence that it has at least three (3) years of experience providing such services.

C. **Include** at least three (3) letters of recommendation from clients for whom the services provided were similar to those requested in the Scope of Services.
Each letter should contain the contact's name, title, telephone number, email address and agency address. References may be contacted.

D. **Include** an initial Training Plan which includes a curriculum, description of training methods to be utilized and the availability of ongoing and supplemental training. Initial training will be conducted onsite at agreed upon DOCCS area offices.

E. **Include** an equipment repair and/or replacement guarantee.

F. **Include** an Implementation Work Plan which describes the major responsibilities and tasks of staff assigned to the contract including an implementation schedule for the period July 1, 2015 (contract start date) through September 30, 2015 (program implementation date).

G. **Provide** a listing of current contracts in place for the provision of fee collection services and include dates of contracts, names and addresses of agencies served, type of agency and number of fee paying participants per contract.

H. **Provide** a list of contracts terminated or expired within the past three (3) years and include names of contracting agencies, dates of contracts and reasons for contract terminations or expirations.

I. **Include** information concerning any judgments entered against bidder within the past three (3) years.

J. **Include** financial statements prepared in accordance with generally accepted accounting principals for the bidder for the last fiscal year. If the bidder is a subsidiary of another corporation, the financial statements of the bidder, as well as the consolidated financial statements of the parent company should be submitted. If the bidder is a parent corporation, parent-only financial statements, if available, and statements for the operating division that will perform these services should be submitted. Please include a Dunn & Bradstreet rating, if available, and the Federal Employer ID number. Any proprietary information provided should be clearly indicated and the basis upon which such proprietary interest is asserted.

ATTACHMENT C

APPLICATION COVER SHEET

ATTACHMENT C

NYS DOCCS RFP 2014-11
SUPERVISION FEES COLLECTION AND ACCOUNTING SYSTEM

APPLICATION COVER SHEET

Applicant Legal Name: _____

Contact Person: _____

Business Address: _____

_____

Phone: _____

Website Address: _____ **E-Mail Address**: _____

Federal Id #: _____

NYS Vendor Id#: _____

Submitted By:

Name of Authorized Official: _____

Title of Authorized Official: _____

Signature of Authorized Official: _____

Date: _____

Note: Signature binds applicant to a firm offer for a 180-day period from the date of the submission.

ATTACHMENT C

Pass/Fail Checklist (Mandatory)

- ☐ Proposal one (1) original plus ten (10) copies.
- ☐ Completed and signed Application Cover Sheet (*Attachment C*).
- ☐ Twenty (20) page maximum *single-spaced* detailed proposal response narrative (*Attachment B)*
- ☐ Cost Sheet (*Attachment D; not counted toward 20-page maximum)*.
- ☐ Completed State Finance Law §139-j and §139-k *(Attachment F - 4 Attachments)*

Documentation that should be submitted with proposals

- ✓ Company details
- ✓ Implementation schedule
- ✓ Three professional letters of reference
- ✓ Detailed Transition Plan

***Additional documentation that will be required if offered a contract**

- ✓ Copy of any applicable licenses
- ✓ Proof of bonding at minimum $2 million level
- ✓ Copy of your Certificate of Incorporation; if applicable
- ✓ Legal Forms *(Attachment F)*
  - Vendor Responsibility Questionnaire - Check one of the following:
    - ☐ A Vendor Responsibility Questionnaire has been filed online and has been certified/updated within the last six months.
    - ☐ A Vendor Responsibility Questionnaire is attached to this bid/proposal.
  - Workers' Compensation Insurance/Disability Insurance
  - Tax Certification
  - Encouraging Use of New York State Subcontractors and Suppliers
- ✓ Signed Non-Disclosure Agreement (Attachment G)
- ✓ Noted compliance with Appendix A Standard Clauses (Attachment A)
- ✓ MWBE requirements and McBride Principles (Attachment E)

***Please note: Bidders may submit these items with the bid, if desired**

ATTACHMENT D

COST SHEET

ATTACHMENT D

NYS DOCCS RFP 2014-11
SUPERVISION FEES COLLECTION AND ACCOUNTING SYSTEM

COST SHEET

COST OF SERVICES - 25 Points

Section I. Cost to Releasee for Paying the Fee (15 Points)

Please identify the cost to your entity for offering each of the required payment methods below. The total number of required payment methods, which is 4, will be divided into the total cost per single transaction to arrive at a single average cost per transaction that will be used to score this section of the RFP.

A REQUIRED PAYMENT METHODS	B COST PER SINGLE TRANSACTION
1. Walk-in Payment	$_____
2. Pay by Phone	$_____
3. Computer/Internet Payment	$_____
4. Mail/Lockbox	$__NO COST TO DOCCS_____
TOTAL COST PER SINGLE TRANSACTION =	$_____
TOTAL COST PER TRANSACTION (B) ÷ 4 REQUIRED PAYMENT METHODS (A) =	**$_____ (average)**

***If the proposed cost per any single transaction is zero, indicate on the line above by inserting "0". Failure to do so may result in disqualification.**

The proposal with the lowest average cost per transaction will receive **15** points. Other proposals will be awarded points in direct proportion to the lowest average cost per transaction for this section.

ATTACHMENT D

Section II. Cost to DOCCS for Administration of Program (10 Points)

The bidder's proposed monthly payment by DOCCS to the contractor for administration of the program, which may include lockbox services, will be evaluated. This cost, if applicable, must be all inclusive covering any cost to the contractor not recouped under Section 1. Cost to Releasee for Paying the Fee. This cost may include lockbox rental, programming, reporting, promotional materials, reminders to releasees and any other administrative costs.

MONTHLY ADMINSTRATIVE FEE* (if applicable) $_____

***If the proposed monthly cost is zero, indicate on the line above by inserting "0". Failure to do so may result in disqualification.**

The proposal with the lowest administrative cost per month used will be awarded **10** points. Other proposals will receive points in direct proportion to the lowest cost proposal for this section.

PLEASE NOTE: For sections I and II of Attachment D (Cost Sheet), if the proposed cost is subject to economies of scale (such as the higher the level of payments the lower the costs) please indicate. However, scores will be based on the non economy of scale cost.

ATTACHMENT E

M/WBE FORMS

APPENDIX C

APPENDIX C

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

I. General Provisions

A. Department of Corrections And Community Supervision (DOCCS) is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ("M/WBE Regulations") for all State contracts as defined therein, with a value (1) in excess of $25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of $100,000 for real property renovations and construction.

B. The Contractor to the subject contract (the "Contractor" and the "Contract," respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the New York State DOCCS, to fully comply and cooperate with DOCCS in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities ("EEO") for minority group members and women and contracting opportunities for certified minority and women-owned business enterprises ("M/WBEs"). Contractor's demonstration of "Good Faith Efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, state or local laws.

C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Appendix or enforcement proceedings as allowed by the Contract.

II. Contract Goals

A. For purposes of this procurement, DOCCS hereby establishes an overall goal of no less than 20% for Minority and Women-Owned Business Enterprise ("M/WBE") participation, 10% for Minority-Owned Business Enterprise ("MBE") participation and 10% for Women-Owned Business Enterprise ("WBE") participation (based on the current availability of qualified MBEs and WBEs).

B. For purposes of providing meaningful participation by M/WBEs on the Contract and achieving the Contract Goals established in Section II-A hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address: www.esd.ny.gov/mwbe.html.

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

C. Pursuant to 5 NYCRR §142.8, Contractor must document "Good Faith Efforts" to provide meaningful participation by M/WBEs as Subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the M/WBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to DOCCS for liquidated or other appropriate damages, as set forth herein.

III. Equal Employment Opportunity (EEO)

A. Contractor agrees to be bound by the provisions of Article 15-A and the M/WBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the "Division"). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.

B. Contractor shall comply with the following provisions of Article 15-A:

1. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation.
2. The Contractor shall submit:
   a) Submit an EEO policy statement to DOCCS with the bid, or
   b) If Contractor does not have an existing EEO policy statement, the Contractor shall sign and submit the DOCCS M/WBE EEO Policy Statement (See attached), or
   c) Contractor shall certify and affirm that the test set forth in clause 12 of Appendix A, attached hereto and made a part hereof is Contractor's equal employment opportunity policy.
3. The Contractor's EEO policy statement shall include the following language:
   a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
   b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
   c. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment

agency, labor union, or representative will not discriminate on the basis of race, creed, color, sex, national origin, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

d. The Contractor will include the provisions of Subsection 3, Subdivisions (a) through (c), and Paragraph "E" of this section, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each Subcontractor as to work in connection with the Contract.

C. **EEO Staffing Plan** - Form EEO 100

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

D. **EEO Workforce Quarterly Compliance Report** - Form EEO 101

Contractor agrees it is responsible for updating and providing notice to DOCCS of any changes to the previously submitted Staffing Plan. This information is to be submitted on a quarterly basis during the term of the contract to report the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted to report this information.

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

IV. M/WBE Utilization Plan - Form M/WBE 100

A. Contractor certifies that it has submitted an M/WBE Utilization Plan to DOCCS and will follow such Plan for the performance of M/WBEs on the Contract pursuant to the prescribed M/WBE goals set forth in Section III-A of this Appendix.

B. Contractor further agrees that a failure to submit and/or use such M/WBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, DOCCS shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

APPENDIX C

V. Reporting - Form M/WBE 101 **– M/WBE Quarterly Compliance and Subcontractor Payment Report**

A. Contractor is required to submit an M/WBE Quarterly Compliance and Subcontractor Payment Report (Form M/WBE 101) to DOCCS by the 15th day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the M/WBE goals of the Contract.

VI. Waivers - Form M/WBE 102 **– M/WBE Request for Waiver**

A. If the Contractor, after making "Good Faith Efforts," is unable to comply with M/WBE goals, the Contractor may submit a Request for Waiver form (M/WBE 102) documenting "Good Faith Efforts" by the Contractor to meet such goals. If the documentation included with the waiver request is complete, DOCCS shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.

B. If DOCCS, upon review of the M/WBE Utilization Plan and updated Quarterly M/WBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, DOCCS may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of M/WBE Contract Goals.

VII. Liquidated Damages – M/WBE Participation

A. Where DOCCS determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the M/WBE participation goals, Contractor shall be obligated to pay to DOCCS liquidated damages.

B. Such liquidated damages shall be calculated as an amount equaling the difference between:
   1. All sums identified for payment to M/WBEs had the Contractor achieved the contractual M/WBE goals; and
   2. All sums actually paid to M/WBEs for work performed or materials supplied under the Contract.

C. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by DOCCS, Contractor shall pay such liquidated damages to DOCCS within sixty (60) days after they are assessed by DOCCS unless prior to the expiration of such sixtieth (60th) day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of DOCCS.

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

M/WBE AND EEO POLICY STATEMENT

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

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

M/WBE

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

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

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

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

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

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

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

EEO

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

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

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

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

Agreed to this _____ day of _____, 20____

Sign: _____

Print: _____ Title: _____

Minority/ Women Business Enterprise Liaison

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

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

Opportunity (M/WBE-EEO) program.

_____
(Authorized Representative)

Title: _____

Date: _____

Contact:

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

NEW YORK STATE DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION

EEO STAFFING PLAN (EQUAL EMPLOYMENT OPPORTUNITY)

SUBMIT WITH BID OR PROPOSAL

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

Enter the total number of employees for each classification.

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

Totals																	

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

General instructions: All Offerors must complete an EEO Staffing Plan (EEO 100) and submit it as part of the bid or proposal package to the address provided. Where the workforce to be utilized in the performance of the State contract can be separated out from the Contractor's total workforce, the Offeror shall complete this form only for the anticipated workforce to be utilized on the State contract. Where the workforce to be utilized in the performance of the State contract cannot be separated out from the Contractor's total workforce, the Offeror shall complete this form for the Contractor's current total workforce. Subcontractors awarded a subcontract over $25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "work") except where the "work" is for the beneficial use of the Contractor must complete this form upon request of DOCCS.

Instructions for completing:

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

RACE/ETHNIC IDENTIFICATION

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

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

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

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

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

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

OTHER CATEGORIES

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

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

NEW YORK STATE
DEPARTMENT OF CORRECTIONS
AND COMMUNITY SUPERVISION

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

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

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

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

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

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

Instructions for completing:

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

RACE/ETHNIC IDENTIFICATION

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

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

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

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

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

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

OTHER CATEGORIES

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

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

NEW YORK STATE
DEPARTMENT OF CORRECTIONS
AND COMMUNITY SUPERVISION

M/WBE UTILIZATION PLAN

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

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

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

Region/Location of Work: _____

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

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

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

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

NAME AND TITLE OF PREPARER (Print or Type):

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

SIGNATURE AND DATE:

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

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

Contract No: _____

Contract Award Date: _____

Estimated Date of Completion: _____

Amount Obligated Under the Contract: _____

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

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

Instructions:

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

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

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

NEW YORK STATE
DEPARTMENT OF CORRECTIONS
AND COMMUNITY SUPERVISION

M/WBE QUARTERLY COMPLIANCE AND SUBCONTRATOR PAYMENT REPORT

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

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

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

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

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

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

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

NEW YORK STATE
DEPARTMENT OF CORRECTIONS AND
COMMUNITY SUPERVISION

MWBE REQUEST FOR WAIVER FORM

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

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

Contractor is requesting a:

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

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

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

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

REQUIREMENTS AND DOCUMENT SUBMISSION INSTRUCTIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT F

LEGAL FORMS

- **Compliance with State Finance Law §139j and §139k (Attachments 1-4)**
- **Vendor Responsibility Questionnaire**
- **ST-220TD & CA Tax Certification**
- **Certificate of Worker's Compensation Insurance**
- **Executive Order Number 38 & 26**
- **Encouraging Use of NYS Businesses**

Contractor's Certification of Compliance with State Finance Law §139-k(5)

Compliance with State Finance Law §139j and §139k*

New York State Finance Law §139-k(5) requires that every Procurement Contract award subject to the provisions of State Finance Law §§139-k or 139-j shall contain a certification by the Contractor that all information provided to the DOCCS with respect to State Finance Law §139-k is complete, true and accurate (***Contractor's Certification of Compliance with State Finance Law §139-k(5)* Attachment 1***)**. In addition, State Finance Law §139-j(6) requires that the DOCCS incorporate a summary of its policy and prohibitions regarding permissible Contacts during a covered procurement.

State Finance Law §§139-j and 139-k, also imposes certain restrictions on communications between the DOCCS and Contractors during the procurement process. Potential Contractors are restricted from making contacts from the earliest notice of intent to solicit offers pursuant to the "Request for Proposal (RFP)" through final award and approval of the Procurement Contract by DOCCS and, if applicable, 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).

Regarding this RFP process questions must be in writing referencing the RFP number, page number, section and emailed to the Contract Procurement Unit at doccscontracts@doccs.ny.gov.

Indicate your concurrence with this requirement in ***Contractor's Affirmation of Understanding of and Agreement pursuant to State Finance Law §139-j (3) and §139-j (6) (b), Attachment 2***. Please note that during the RFP process that DOCCS is required to determine the responsibility of "the proposed Contractor" pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two such findings within a 4-year period the Contractor will be debarred from obtaining governmental Procurement Contracts.

Lastly, New York State Finance Law §139-k(2) obligates DOCCS to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j (***Contractor's Disclosure of Prior Non-Responsibility Determinations, Attachment 3***)**.** This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law §163(9). In accordance with State Finance Law §139-k, potential Contractor must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by DOCCS due to: (a) a violation of State Finance Law §139-j or (b) the intentional provision of false or incomplete information to a Governmental Entity . The terms "Offerer" and "Governmental Entity" are defined in State Finance Law § 139-k(1). State Finance Law §139-j sets forth detailed requirements about the restrictions on contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether a Contractor fails to timely disclose accurate or complete

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

DOCCS must obtain the required certifications that the information in your proposal is complete, true and accurate and if any prior findings of non-responsibility, such as non-responsibility pursuant to State Finance Law §139-j exist **(*Contract Termination Provision, Attachment 4*)**.

***All providers submitting a proposal pursuant to this RFP must provide the four attached completed certification forms with their proposal.**

ATTACHMENT 1

Contractor's Certification of Compliance with State Finance Law §139-k(5)*

Contractor's Certification:

I certify that all information provided to The Department of Corrections and Community Supervision with respect to State Finance Law §139-k is complete, true and accurate.

By: _____ Date:_____

Name: _____

Title: _____

Contractor Name: _____

Contractor Address: _____

_____ _____

_____

ATTACHMENT 2

Contractor's Affirmation of Understanding of and Agreement pursuant to State Finance Law §139-j (3) and §139-j (6) (b)

Contractor affirms that it understands and agrees to comply with the procedures of the Department of Corrections and Community Supervision 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: _____

_____

_____

ATTACHMENT 3

Contractor's Disclosure of Prior Non-Responsibility Determinations

Name of Individual or Entity Seeking to Enter into the Procurement Contract:
_____

Address: _____
_____

Name and Title of Person Submitting this Form: _____
_____

Contract Procurement Number: _____

Date:_____

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle):

No Yes

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle):

No Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle):

No Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity: _____

Date of Finding of Non-responsibility: _____

Basis of Finding of Non-Responsibility: _____
_____
_____
_____
_____
_____
_____
_____

(Add additional pages as necessary)

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle):

No Yes

6. If yes, please provide details below.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____
_____
_____
_____
_____
_____
_____
_____
(Add additional pages as necessary)

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

By:_____ Date:_____
Signature

Name:_____

Title: _____

ATTACHMENT 4

CONTRACT TERMINATION PROVISION

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

By:_____
Signature

Name: _____

Title: _____

Date: _____

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

Use this checklist to ensure that all required steps are complete when enrolling your Business Entity in the Office of the State Comptroller (OSC) Online Services, which will allow you to complete and certify an online vendor responsibility questionnaire on the New York State VendRep System. It may be helpful to print this checklist.

Description	Complete
Step 1. Enroll in the OSC Online Services Go to https://portal.osc.state.ny.us/wps/portal and click "Enroll Now." To enroll in OSC Online Services you will need: • **Vendor Name**: Legal Business Name • **Vendor ID**: New York State Vendor Identification Number *Note: The Vendor ID is not the Taxpayer ID Number.* If you do not currently have a NYS Vendor ID, contact the OSC Helpdesk at 518-408-4672, 866-370-4672 or ciohelpdesk@osc.state.ny.us.	❑
Step 2. Create User Password You will receive two e-mails from OSC providing instructions for secure access to the New York State VendRep System. Follow the instructions and link provided in the email to create a new password.	❑
Step 3. Create Additional Users and Assign VendRep Roles To complete and certify a Vendor Responsibility Questionnaire, you must assign each of the following roles to one or more users: • Administrator • Contributor • Certifier You must determine each user's appropriate role assignment. Any user may have more than one role assigned.	❑
Step 4. Log into the VendRep System and complete Basic Vendor Data https://portal.osc.state.ny.us/wps/portal *Note: The user must have the "Administrator" role to complete Basic Vendor Data.* This information determines the type of Vendor Responsibility Questionnaire that is provided to the entity to complete, i.e., For Profit or Not-For-Profit and whether the business entity bids on construction contracts.	❑
Step 5. Complete a Vendor Responsibility Questionnaire *Note: The user(s) must have a "Contributor" role to start or answer a questionnaire.* From either the Summary or Home page, go to the Forms section and select "Start New" to begin answering the questionnaire. Each question in a section must be answered for the section to be complete. When each section is complete, the option to certify the questionnaire will be available at the bottom of the Form Overview page.	❑
Step 6. Certify a Vendor Responsibility Questionnaire *Note: The user must have a "Certifier" role to certify the questionnaire.* The Certifier must review the responses, confirming the information is truthful, accurate and complete. To certify the questionnaire responses, the assigned user clicks the "Certify" button at the bottom of the Overview page and then selects "Certify Responses" to complete the online questionnaire. ***Authorized State contracting entity users will not be able to view the questionnaire until a Certifier has completed Step 6.***	❑

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

New York State Department of Taxation and Finance

Contractor Certification to Covered Agency

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

ST-220-CA

(12/11)

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

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

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

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

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

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

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

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

Sworn to this ____ day of _____, 20 _____

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

Instructions

General information

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

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

When to complete this form

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

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

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

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

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

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF }
: SS.:
COUNTY OF }

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

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

_he resides at _____ ,

Town of _____ ,

County of _____ ,

State of _____; and further that:

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

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

☐ (If a corporation): _he is the_____

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

☐ (If a partnership): _he is a _____

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

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

_____
Notary Public

Registration No.
_____

Privacy notification

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

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

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

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

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

Need help?

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

Telephone assistance

Sales Tax Information Center: (518) 485-2889

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

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

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

New York State Department of Taxation and Finance

Contractor Certification

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

ST-220-TD

(12/11)

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

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

General information

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

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

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

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

Mail completed form to:

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

Privacy notification

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

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

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

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

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

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- check for new online services and features

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

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

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

Section 1 — Contractor registration status

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

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

Section 2 — Affiliate registration status

☐ The contractor does not have any affiliates.

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

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

Section 3 — Subcontractor registration status

☐ The contractor does not have any subcontractors.

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

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

Sworn to this____ day of _____ , 20 _____

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

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

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

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

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

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

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

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

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

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

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF }
: SS.:
COUNTY OF }

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

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

_ he resides at _____ ,

Town of _____ ,

County of _____ ,

State of _____; and further that:

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

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

☐ (If a corporation): _he is the _____

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

☐ (If a partnership): _he is a _____

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

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

_____
Notary Public

Registration No. _____

Workers' Compensation Requirements Under WCL §57

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

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

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

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

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

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

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

2012 Sess. Law News of N.Y. Exec. **Order 38** (McKINNEY'S)

McKINNEY'S 2012 SESSION LAW NEWS OF NEW YORK

Executive Order No. **38**
LIMITS ON STATE-FUNDED ADMINISTRATIVE COSTS & **EXECUTIVE** COMPENSATION

January 18, 2012

WHEREAS, State Government in New York directly or indirectly funds, or authorizes reimbursements with other taxpayer dollars to, a large number of tax exempt organizations and for-profit entities that provide critical services to New Yorkers in need; and
WHEREAS, State Government in New York has an ongoing obligation to ensure that taxpayers' dollars are used properly, efficiently and effectively to improve the lives of New Yorkers and our communities; and
WHEREAS, in certain instances providers of services that receive State funds or State-authorized payments have used such funds to pay for excessive administrative costs and outsized compensation for their senior **executives,** rather than devoting a greater proportion of such funds to providing direct care or services to their clients; and
WHEREAS, such abuses involving public funds harm both the people of New York who are paying for such services, and those persons who must depend upon such services to be available and well-funded; and
WHEREAS, to curb such abuses in **executive** compensation and administrative costs and ensure that taxpayer dollars are used first and foremost to help New Yorkers in need;
NOW, THEREFORE, I, Andrew M. Cuomo, Governor of the State of New York, by virtue of the authority vested in me by the Constitution and laws of the State of New York, do hereby **order** as follows:
1. Within ninety days of this **Executive Order**, the commissioner of each **Executive** State agency that provides State financial assistance or State-authorized payments to providers of services, including but not limited to the Office for People with Developmental Disabilities, Office of Mental Health, Office of Alcoholism and Substance Abuse Services, Office of Children and Family Services, Office of Temporary and Disability Assistance, Department of Health, Office for the Aging, Division of Criminal Justice Services, and Office of Victim Services shall promulgate regulations, and take any other actions within the agency's authority including amending agreements with such providers to address the extent and nature of a provider's administrative costs and executive compensation that shall be eligible to be reimbursed with State financial assistance or State-authorized payments for operating expenses.
2. Each such agency's regulations shall include but not be limited to requirements that providers of services that receive reimbursements directly or indirectly from such agency must comply with the following restrictions:
a. No less than seventy-five percent of the State financial assistance or State-authorized payments to a provider for operating expenses shall be directed to provide direct care or services rather than to support administrative costs, as these terms are defined by the applicable State agency in implementing these requirements. This percentage shall increase by five percent each year until it shall, no later than April 1, 2015, remain at no less than eighty-five percent thereafter.
b. To the extent practicable, reimbursement with State financial assistance or State-authorized payments shall not be provided for compensation paid or given to any executive by such provider in an amount greater than $199,000 per annum, provided, however, that the commissioner of each agency shall have discretion to adjust this figure annually based on appropriate factors and subject to the approval of the Director of the Budget, but in no event shall such figure exceed Level I of the federal government's Rates of Basic Pay for the Executive Schedule promulgated by the United States Office of Personnel Management.
3. A provider's failure to comply with such regulations established by the applicable state agency

shall, in the commissioner's sole discretion, form the basis for termination or non-renewal of the agency's contract with or continued support of the provider. Each agency's regulations shall provide that, under appropriate circumstances and upon a showing of good cause, a provider may be granted a waiver from compliance with these or other related requirements in whole or in part subject to the approval of the applicable State agency and the Director of the Budget.

4. The commissioner for each such agency shall regularly obtain the data from providers that is needed to monitor the providers' compliance with these requirements and shall report to the Director of the Budget on an annual basis the impact of these requirements on the use of public funds to support excessive executive compensation and administrative costs among providers.

(L.S.)

GIVEN under my hand and the Privy Seal of the State in the City of Albany, this eighteenth day of January in the year two thousand twelve.

BY THE GOVERNOR

/S/ Andrew M. Cuomo

/S/ Lawrence Schwartz

Secretary to the Governor

NY LEGIS EXEC **ORDER 38** (2012)

END OF DOCUMENT

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Published on *Governor Andrew M. Cuomo* (http://www.governor.ny.gov)

No.26 STATEWIDE LANGUAGE ACCESS POLICY

WHEREAS, two and one-half million New Yorkers have limited-English proficiency which means they do not speak English as their primary language and have limited ability to read, speak, write or understand English, thereby presenting potential barriers to accessing important government programs or services; and

WHEREAS, the public safety, health, economic prosperity, and general welfare of all New York residents is furthered by increasing language access to State programs and services; and

WHEREAS, the State is committed to ensuring that language access services are implemented in a cost effective and efficient manner;

NOW, THEREFORE, I, Andrew M. Cuomo, Governor of the State of New York, by virtue of the authority vested in me by the Constitution and laws of the State of New York, do hereby order as follows:

1. Executive State agencies that provide direct public services shall translate vital documents, including essential public documents such as forms and instructions provided to or completed by program beneficiaries or participants. The translation shall be in the six most common non-English languages spoken by individuals with limited-English proficiency in the State of New York, based on United States census data, and relevant to services offered by each of such agencies. Translation shall be achieved on a rolling basis to be completed no later than 365 days of the signing of this Order.

2. Each such agency shall provide interpretation services between the agency and an individual in his or her primary language with respect to the provision of services or benefits.

3. Each such agency shall publish a language access plan that will reflect how the agency will comply with this Order and all progress since it last submitted a language access plan. Such plan shall be issued within 90 days of the signing of this Order, and updated every two years thereafter.

4. Each language access plan shall set forth, at a minimum, the following:

a. When and by what means the agency will provide or is already providing language assistance services;
b. The titles of all available translated documents and the languages into which they have been translated;
c. The number of public contact positions in the agency and the number of bilingual employees in public contact positions, including the languages they speak;
d. A training plan for agency employees which includes, at minimum, annual training on the language access policies of the agency and how to provide language assistance services;
e. A plan for annual internal monitoring of the agency's compliance with this Order;
f. A plan of how the agency intends to notify the population of offered language assistant services; and
g. A language access coordinator at the agency, who shall be publicly identified.

5. The language access coordinator for each such agency shall monitor the agency's compliance with this Order by annually collecting data on the provision of language assistance services, the availability of translated materials, whether signage is properly posted, and any other relevant measures.

6. The Deputy Secretary for Civil Rights shall oversee, coordinate and provide guidance to agencies in implementing this Order and ensure that the provision of services by agencies meets acceptable standards of translation or interpretation.

G I V E N under my hand and the Privy Seal of the
State in the City of Albany this sixth day
of October in the year two thousand
eleven.

BY THE GOVERNOR

Secretary to the Governor

Source URL: http://www.governor.ny.gov/executiveorder/26

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).

ATTACHMENT G

NON-DISCLOSURE AGREEMENT

NEW YORK STATE
DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION

NON-DISCLOSURE AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

9. Miscellaneous.

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

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

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

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

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

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

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

RECIPIENT: (_____)

Name
(please print) _____

Signature _____

Title _____

Date _____

NEW YORK STATE DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION

Name
(please print) _____

Signature _____

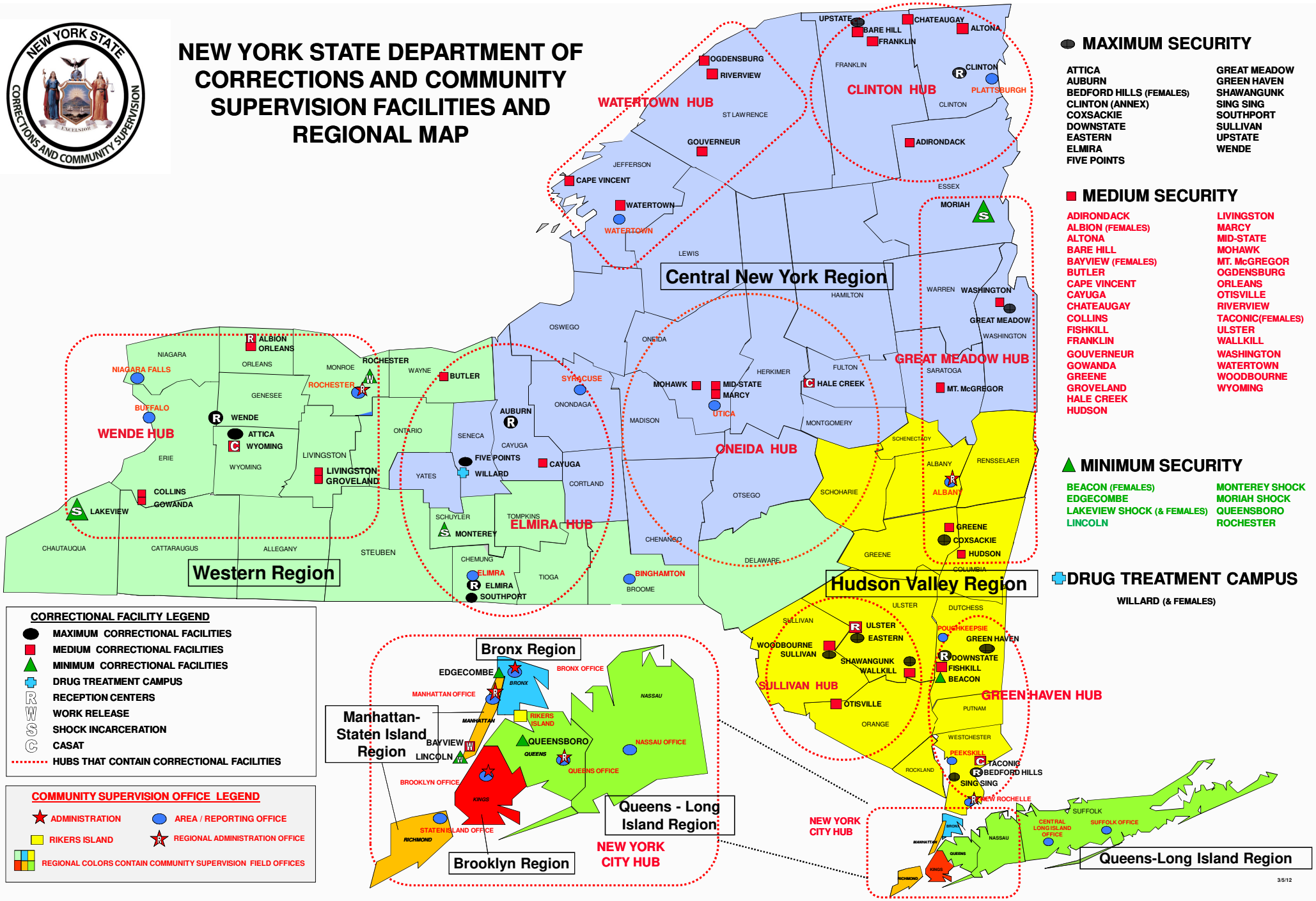
Title _____

Date _____

ATTACHMENT H

DOCCS GEORGAPHICAL MAP
REGIONAL AND AREA OFFICE LISTING

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



MAXIMUM SECURITY

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

MEDIUM SECURITY

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

MINIMUM SECURITY

BEACON (FEMALES)
EDGECOMBE
LAKEVIEW SHOCK (& FEMALES)
LINCOLN
MONTEREY SHOCK
MORIAH SHOCK
QUEENSBORO
ROCHESTER

DRUG TREATMENT CAMPUS

WILLARD (& FEMALES)

CORRECTIONAL FACILITY LEGEND

- MAXIMUM CORRECTIONAL FACILITIES
- MEDIUM CORRECTIONAL FACILITIES
- MINIMUM CORRECTIONAL FACILITIES
- DRUG TREATMENT CAMPUS
- R RECEPTION CENTERS
- W WORK RELEASE
- S SHOCK INCARCERATION
- C CASAT
- HUBS THAT CONTAIN CORRECTIONAL FACILITIES

COMMUNITY SUPERVISION OFFICE LEGEND

- ADMINISTRATION
- AREA / REPORTING OFFICE
- RIKERS ISLAND
- REGIONAL ADMINISTRATION OFFICE
- REGIONAL COLORS CONTAIN COMMUNITY SUPERVISION FIELD OFFICES

ATTACHMENT H
NYS DOCCS RFP 2014-11
SUPERVISION FEES COLLECTION AND ACCOUNTING SYSTEM

REGIONAL AND AREA OFFICE LISTING

REGIONAL/AREA OFFICE	ADDRESS	COUNTY/PRECINCT COVERAGE*
Internal Operations	1220 Washington Ave. Bldg 2, Albany NY 12226	
Interstate Compact Bureau	845 Central Avenue, Albany, NY 12206	
Bronx Region	26 Bruckner Blvd, Bronx, NY 10454	
Bronx I	82 Lincoln Avenue, Bronx, NY 10454	Precincts: 42, 45, 47, 50
Bronx II/Manhattan WS	14 Bruckner Blvd, Bronx, NY 10454	Precincts: 44, S.O.U., Gangs
Bronx III	79 Alexander Ave., Bronx, NY 10454	Precincts: 48, 52
Bronx IV	14 Bruckner Blvd, Bronx, NY 10454	Precincts: 40, 43
Bronx V	26 Bruckner Blvd, Bronx, NY 10454	Precincts: 41, 46, 49
Brooklyn Region	340 Livingston Street, Brooklyn, NY 11217	
Brooklyn I	14 Dekalb Avenue, Brooklyn, NY 11201	Precincts: 73, 83, 90, 94
Brooklyn II	14 Dekalb Avenue Brooklyn, NY 11201	Precincts: 79, 81, 88
Brooklyn III	92-36 Merrick Blvd, Jamaica, NY 11433	Precincts: 60, 62, 66, 68, 69, 71, 72, 76, 78, 84
Brooklyn IV	14 Dekalb Avenue, Brooklyn, NY 11201	Precincts: 61, 63, 67, 70, 77
Brooklyn V	92-36 Merrick Blvd, Jamaica, NY 11433	Precincts: 75, S.O.U.
Central New York Region	845 Central Avenue, Albany NY 12206	
Northeast Area Office (NENY)	10 North Russell Road, Albany, NY 12206	Counties: Columbia, Fulton, Montgomery, Rensselaer, Saratoga, Warren, Washington
NENY@ Plattsburgh	41 Veterans Lane, Plattsburgh, NY 12901	Counties: Clinton, Essex, Franklin
Syracuse Area Office	333 East Washington Street, Syracuse, NY 13202	Counties: Cayuga, Cortland, Onondaga, Oswego, Seneca
Utica Area Office	207 Genesee Street, Utica, NY 13501	Counties: Oneida, Otsego, Herkimer, Hamilton, Madison, Chenango, Lewis
Watertown Sub Office	317 Washington Street, Watertown, NY 13601	Counties: Jefferson, St. Lawrence
Hudson Valley Region	3 Cottage Place, 2st Fl, New Rochelle, NY 10801	
Albany Area Office	10 North Russell Road, Albany, NY 12206	Counties: Albany, Schenectady, Greene, Schoharie
New Rochelle Area Office	3 Cottage Place, 1st Fl, New Rochelle, NY 10801	Counties: Southern Westchester County, Yonkers, Mt. Vernon, New Rochelle, White Plains
Peekskill Area Office	201 South James St., Basement, Peekskill, NY 10566	Counties: Rockland, Orange, Northern Westchester, Putnam
Poughkeepsie Area Office	20 Manchester Road, Poughkeepsie, NY 12603	Counties: Dutchess, Sullivan, Ulster
Manhattan Region/Staten Island	314 West 40th Street, NY, NY 10018	
Manhattan II	314 West 40th Street, NY, NY 10018	Precincts: 28, 32
Manhattan III	314 West 40th Street, NY, NY 10018	Precincts: 1, 5, 6, 7, 10, 13, 14, 17, 26, 30, 33, 34
Manhattan IV	314 West 40th Street, NY, NY 10018	Precincts: 9, 18, 19, 20, 23, 24, 25, Wards Island
Manhattan VI	314 West 40th Street, NY, NY 10018	Precincts: Specialized Caseload
Staten Island	146 Bay Street, Staten Island, NY 10301	Precincts: 120, 122, 123
Queens/Long Island Region	92-36 Merrick Blvd., Jamaica, NY 11433	
Queens I	92-36 Merrick Blvd., Jamaica, NY 11433	Precincts: 100, 101, 113
Queens II	92-36 Merrick Blvd., Jamaica, NY 11433	Precincts: 102, 104, 106, 107, 108, 110, 112, 114
Queens III	92-36 Merrick Blvd., Jamaica, NY 11433	Precincts: 103, 105, 109, 111, 115, S.O.U., SHOCK, MHS
Nassau Area Office	250 Fulton Ave., 2nd Fl, Hempstead, NY 11550	Counties: Nassau
Suffolk Area Office	550 Johnson Avenue, Bohemia, NY 11716	Counties: Suffolk
Western Region	350 South Ave, Rochester, NY 14620; 460 Main Street, Buffalo, NY 14202	
Binghamton Sub-Office	State Office Building, 44 Hawley Street, Binghamton, NY 13901	Counties: Broome, Delaware
Buffalo Metro Area Office	460 Main Street, Buffalo, NY 14202	Coverage: City of Buffalo
Elmira Area Office	100 W. Chemung Place, Elmira, NY 14904	Counties: Chemung, Schuyler, Steuben, Tioga, Tompkins, Yates
Niagara Frontier Area Office	444 Third Street, Niagara Falls, NY 14301	Counties: Niagara, Orleans
Niagara Frontier/Southern Tier Sub-Area Office	460 Main Street, Buffalo, NY 14202	Counties: Suburban Erie County, Allegany, Cattaraugus, Chautauqua
Rochester Belt Area Office	350 South Ave, Rochester, NY 14620	Counties: Suburban Monroe, Genesee, Livingston, Ontario, Wayne, Wyoming
Rochester Metro Area Office	350 South Ave, Rochester, NY 14620	Coverage: City of Rochester

***Precinct addresses and maps can be obtained at the following addresses:**

http://www.nyc.gov/html/nypd/html/home/precincts.shtml
http://www.nyc.gov/html/nypd/html/precinct_maps/precinct_finder.shtml

ATTACHMENT I

RELEASEE PAYMENTS AND BALANCES FILE

Attachment I

Releasee Payments File

(Sent from Contractor to DOCCS)

Description: Fixed length, no field delimiters, clear text, file size= 302 characters.
The 1st 18 fields are the Offender Billing File from DOCCS (without the trailer record.)
Amount fields contain the decimal point character. Dollar amounts are zero-padded; Cents amounts are zero-padded.
FYTD = Fiscal Year to Date = April 1 - March 31

Layout:

Field Name	Size	Description	Format/ Values
FR-NAME	30	Offender Name	Format: Last, First MI
FR-RELDT	10	Date of Offender Release to Community Supervision	Format: CCYY-MM-DD
FR-EMP-IND	1	Offender's Current Employment Indicator	Values: (per Code Table #19 = Employment) (16-character display is in caps) 1=Employed Full-time (above Minimum Wage) EMPLOYED F/T 2=Unemployed (but able to work) UNEMPLOYED 3=Unable to Work UNABLE TO WORK 4=Employed Full-time at Minimum Wage EMPLOYED F/T@MIN 5=Employed Part-time (< 35 Hours/Week) EMPLOYED P/T
FR-TRAN-CD	1	Transaction Code	Values: 'A'=Add 'C'=Continue 'D'=Delete
FR-PO-NAME	30	Assignment Parole Officer (PO) Name	Format: Last, First MI Corresponds to last 4 digits of PON (from POORS)
FR-PON	10	Assignment Parole Officer Number (PON)	Format: 2-digit Area Office # (aka PON-AA) 4-digit Senior Parole Officer Badge # (aka PON-SSSS) 4-digit Parole Officer Badge # (aka PON-PPPP)
FR-AREA	15	Assignment Area Office Name	Corresponds to 1st 2 digits of PON (ISPLIB AREA)
FR-REGION	1	Assignment Region #	Values: '1'= Queens/Long Island (QLI) '2'= Brooklyn (BRK) '3'= Manhattan (MAN) '4'= Bronx (BRX) '5'= Hudson Valley (HV) '6'= Central NY (CNY) '7'= Western (WST)
FR-NYSID	9	Offender's New York State Identification # (NYSID)	Format: 8 numeric then 1 alpha check-digit

FR-SPO-NAME	30	Assignment Senior Parole Officer (SPO) Name	Format: Last, First MI Corresponds to digits 3 – 6 inclusive of PON (from POORS)
FR-ACCTNO	10	Offender Account Number	Format: '99' then OR-NYSID w/o trailing alpha check-digit
FR-AMOUNT-DUE	2	Supervision Fee dollar amount due for the month from the Offender	Values: '00', '15', '30'
FR-STREET	30	Offender's Current Address: Street Number & Name	(Contains alphanumeric, may also contain space, dash, period, forward slash)
FR-CITY	30	Offender's Current Address: City Name	
FR-APT-NO	10	Offender's Current Address: Apartment/Suite/Room Number/Letter (if any)	
FR-STATE	2	Offender's Current Address: State Abbreviation	(USPS code)
FR-ZIP	9	Offender's Current Address: Full Zip Code	Zip + 4 (no dash)
FR-REPORT-DATE	10	Date of Reporting Month	Format: CCYY-MM-DD
FR-PAYMENT-DATE	10	Payment Processed Date	Format: CCYY-MM-DD
FR-PAYMENT-STATUS	1	Status of Reporting Month's Payment	Values: 'F' = Full Payment 'N' = Noncompliant
FR-AMOUNT-PAID	6	Amount Paid in Reporting Month	Format in Dollars and rightmost 2 position of Cents: 999.99
FR-TOTAL-COLLECT	6	Total Fees Collected in Reporting Month	Format in Dollars and rightmost 2 position of Cents: 999.99
FR-PAYMENT-COUNT	2	Number of Payments Received in Reporting Month	Numeric format
FR-YTD-OWED	6	Fiscal Year-to-Date Amount Owed	Format in Dollars and rightmost 2 position of Cents: 999.99
FR-YTD-PAID	6	Fiscal Year-to-Date Amount Paid	Format in Dollars and rightmost 2 position of Cents: 999.99
FR-LIFE-OWED	8	Life Total Amount Owed	Format in Dollars and rightmost 2 position of Cents: 99999.99
FR-LIFE-PAID	8	Life Total Amount Paid	Format in Dollars and rightmost 2 position of Cents: 99999.99
FR-TOTAL-BALANCE	9	Life Total Amount Balance	Format in Dollars and rightmost 2 position of Cents where positive amount = arrears S99999.99
(The following is the		(Bottom Record	

format of the last trailer record only		format)	
TR-ID	10		All ‘9’s
TR-BANK-RUN-DATE	10	Date Run	Format: CCYY-MM-DD
TR-RECORD-COUNT	9	Record Count	Numeric, right-justified, zero-filled
(filler)	273		(unused) spaces

ATTACHMENT J

RELEASEE PAYMENTS DATA ELEMENTS

Attachment J

Releasee Billing File

(Sent from DOCCS to Contractor)

Description: Fixed length, no field delimiters, clear text, file size= 230 characters

Layout:

Field Name	Size	Description	Format/ Values
OR-NAME	30	Offender Name	Format: Last, First MI
OR-RELDT	10	Date of Offender Release to Community Supervision	Format: CCYY-MM-DD
OR-EMP-IND	1	Offender's Current Employment Indicator	Values: (per Code Table #19 = Employment) (16-character display is in caps) 1=Employed Full-time (above Minimum Wage) EMPLOYED F/T 2=Unemployed (but able to work) UNEMPLOYED 3=Unable to Work UNABLE TO WORK 4=Employed Full-time at Minimum Wage EMPLOYED F/T@MIN 5=Employed Part-time (< 35 Hours/Week) EMPLOYED P/T
OR-TRAN-CD	1	Transaction Code	Values: 'A'=Add 'C'=Continue 'D'=Delete
OR-PO-NAME	30	Assignment Parole Officer (PO) Name	Format: Last, First MI Corresponds to last 4 digits of PON (from POORS)
OR-PON	10	Assignment Parole Officer Number (PON)	Format: 2-digit Area Office # (aka PON-AA) 4-digit Senior Parole Officer Badge # (aka PON-SSSS) 4-digit Parole Officer Badge # (aka PON-PPPP)
OR-AREA	15	Assignment Area Office Name	Corresponds to 1st 2 digits of PON (ISPLIB AREA)
OR-REGION	1	Assignment Region #	Values: '1'= Queens/Long Island (QLI) '2'= Brooklyn (BRK) '3'= Manhattan (MAN) '4'= Bronx (BRX) '5'= Hudson Valley (HV) '6'= Central NY (CNY) '7'= Western (WST)
OR-NYSID	9	Offender's New York State Identification # (NYSID)	Format: 8 numeric then 1 alpha check-digit
OR-SPO-NAME	30	Assignment Senior Parole Officer (SPO) Name	Format: Last, First MI Corresponds to digits 3 – 6 inclusive of PON (from POORS)
OR-ACCTNO	10	Offender Account Number	Format: '99' then OR-NYSID w/o trailing alpha check-digit
OR-AMOUNT-DUE	2	Supervision Fee dollar	Values: '00', '15', '30'

		amount due for the month from the Offender	
OR-STREET	30	Offender's Current Address: Street Number & Name	(Contains alphanumeric, may also contain space, dash, period, forward slash)
OR-CITY	30	Offender's Current Address: City Name	
OR-APT-NO	10	Offender's Current Address: Apartment/Suite/Room Number/Letter (if any)	
OR-STATE	2	Offender's Current Address: State Abbreviation	(USPS code)
OR-ZIP	9	Offender's Current Address: Full Zip Code	Zip + 4 (no dash)
(The following is the format of the last trailer record only		(Bottom Record format)	
OTR-ID	10		All '9's
OTR-TODAYS-DATE	10	Date Run	Format: CCYY-MM-DD
OTR-RECORD-COUNT	9	Record Count	Numeric, right-justified, zero-filled
(filler)	201		(unused) spaces

ATTACHMENT K

REPORT SAMPLES AND FILE LAYOUTS

Attachment K

Monthly Control Report

Special Note: This report does include Releasees who were not included in the Releasee Billing File some of which may have made a payment in the reporting month.

Column Name:	Description
REPORT DATE:	Date that the report was run on
AREA:	Name of the Area Office
REGION:	Community Supervision Region
MONTH:	Month reporting on
YEAR:	Year of the reporting month
# REQUIRED TO PAY:	For each Area Office, the number or Releasees required to pay is calculated by summing the number or Releasees that are in the reporting month's Releasee Billing File of all Releasees who owe greater than $0.00.
# PAID ANY AMOUNT:	Calculated by summing all Releasees paid transactions who are require to pay greater than $0.00, that are paying for the reporting month regardless of when the transaction was processed or how much was paid for each Area Office. (Does not include waiver counts)
PAYMENT RATE:	# PAID ANY AMOUNT / # REQUIRED TO PAY
# PAID IN FULL:	Calculated by summing all Releasees' paid transactions who are required to pay, that have paid greater than or equal to Amount due, that are paying for the reporting month regardless of when the transaction was for each Area Office. (Does not include waiver counts)
COMPLIANCE RATE:	# PAID IN FULL / # REQUIRED TO PAY
AMOUNT OWED:	For each Area Office, the sum of all Releasees' Supervision Fees Amount Due for the reporting month.

AMOUNT COLLECTED:	Calculated by summing all paid Releasee transactions for each Area Office that were processed in the reporting month. This total may include payments from those not required to pay or from releasees that were not in the Releasee Billing File. (Does not include waiver amounts)
AREA TOTALS ARREARS BALANCE:	Sum of Amount Owed this month minus the Sum of AMOUNT COLLECTED this month. (Does not include waiver amounts)
FR-WALKIN-COUNT:	Number of Payments Received in Reporting Month for the Walk-in Payment Method.
FR-PHONE-COUNT:	Number of Payments Received in Reporting Month for the Phone Payment Method.
FR-COMPUTER-COUNT:	Number or Payments Received in Reporting Month for the Computer Payment Method.
FR-LOCKBOX-MAIL-COUNT:	Number of Payments Received in Reporting Month for the Lockbox/Mail Payment Method.
FR-OTHER-COUNT:	Number of payments Received in Reporting Month for Other Payment Methods.
FR-PAYMENT-COUNT:	Number of Payments Received in Reporting Month for all Payment Methods.
FYTD # REQUIRED TO PAY:	For each Area Office, the number of Releasees required to pay is calculated by summing the number of Releasees who owe greater than 0$ that are in each month's Releasee Billing File from April of the reporting year through the end of the reporting month.
FYTD # PAID ANY AMOUNT:	Calculated by summing all Releasees' paid transactions who were required to pay greater than $0, that paid from April of the reporting year through the end of the reporting month regardless of when the transaction was processed or how much was paid to Parole for each Area Office.
FYTD PAYMENT RATE:	FYTD # PAID ANY AMOUNT / FYTD # REQUIRED TO PAY for each Area Office.

FYTD # PAID IN FULL:	Calculated by summing all Releasees' paid transactions who were required to pay, that paid greater than or equal to Amount due, from April of the reporting year through the end of the reporting month regardless of when the transaction was processed for each Area Office. (Does not include waiver counts)
FYTD COMPLIANCE RATE:	FYTD # PAID IN FULL / FYTD # REQUIRED TO PAY for each Area Office.
FYTD TOTAL COLLECTED:	Sum of AMOUNT COLLECTED for each Area Office from April of the reporting year through the end of the reporting month. (Year-to-Date). (Does not include waiver amounts)
FYTD TOTAL AMOUNT OWED:	Sum of Amount Owed for each Area Office, from April of the reporting year through the end of the reporting month.
FYTD AREA TOTALS ARREARS BALANCE:	Sum of FYTD Amount Owed minus the Sum of FYTD AMOUNT COLLECTED for each Area Office.
FYTD-WALKIN-COUNT:	Sum of Payments Received from April of the through the end of the Reporting Month for the Walk-in Payment Method.
FYTD-PHONE-COUNT:	Sum of Payments Received from April of the through the end of the Reporting Month for the Phone Payment Method.
FYTD-COMPUTER-COUNT:	Sum of Payments Received from April of the through the end of the Reporting Month for the Computer Payment Method.
FYTD-LOCKBOX-MAIL-COUNT:	Sum of Payments Received from April of the through the end of the Reporting Month for the Lockbox/Mail Payment Method.
FYTD-OTHER-COUNT:	Sum of Payments Received from April of the through the end of the Reporting Month for Other Payment Methods.
FYTD-PAYMENT-COUNT:	Sum of Payments Received from April of the through the end of the Reporting Month for all Payment Methods.

Sample Monthly Control Report

BRONX REGION

CURRENT MONTH

	AMOUNT OWED	# REQUIRED TO PAY	# PAID ANY AMT	PAYMENT RATE	# PAID IN FULL	COMPLY RATE	TOTAL AMT PAID	AMT IN ARREARS	PAYMENT METHOD: WALK-IN	PHONE	ONLINE	LOCKBOX /MAIL	OTHER
BX 01													
BX 02													
BX 03													
BX 04													
REGIONAL TOTALS													

FISCAL YEAR TO DATE

	AMOUNT OWED	# REQUIRED TO PAY	# PAID ANY AMT	PAYMENT RATE	# PAID IN FULL	COMPLY RATE	TOTAL AMT PAID	AMT IN ARREARS	PAYMENT METHOD: WALK-IN	PHONE	ONLINE	LOCKBOX /MAIL	OTHER
BX 01													
BX 02													
BX 03													
BX 04													
REGIONAL TOTALS													

Attachment K

Monthly Releasee Activity Report for All Releasees

Under the title of this report is the month for which the report is being generated for.

Special Note: This report does include Releasee's payments who were not included in the Releasee Billing File but still made payments in the reporting month.

Column Name	Description
REPORT DATE:	Date when the report was run
TOTAL # $30 Payments:	The total number of $30.00 payments made during the reporting month. (No waivers)
TOTAL # $15 Payments:	The total number of $15.00 payments made during the reporting month. (No waivers)
TOTAL # Other Amount Payments:	The total number of other amount payments (not $15 or $30) made during the reporting month. (No waivers)
TOTAL # Walk-in Payments:	The total number of Walk-in payments made during the reporting month.
TOTAL # Phone Payments:	The total number of Phone payments made during the reporting month.
TOTAL # Computer Payments:	The total number of Computer Payments made during the reporting month.
TOTAL # Lockbox/Mail Payments:	The total number of Lockbox/Mail Payments made during the reporting month.
TOTAL # Other Payment Methods:	The total number of other Payment Methods (Not Walk-in, Phone, Computer, or Lockbox/Mail) made during the reporting month.
TOTAL Payments:	The total dollar amount collected in the reporting month. (No waivers)
TOTAL # Waivers:	The total number of Releasees that were marked as unemployed in the Releasee Billing File for the reporting month. (Employment Indicator = 2 or 3)
TOTAL # Return Items:	The total number of payments that were returned in the reporting month. (Not Active)

TOTAL Return Items:	The total dollar amount of the return items for the reporting month. (Not Active)
TOTAL # Credit Adjustments:	The total number of credit adjustments for the reporting month. (Not Active)
TOTAL # Unprocessable:	The total number of payments that could not be processed within the reporting month. (Not Active)
TOTAL # Master Records In	the total number or Releasees that were included in the Releasee Billing File for the billing month.
TOTAL # Master Records Deleted:	The total number Releasees that were included in the Releasee Billing File that were marked as deleted. (Transaction Code = “D”)
TOTAL # Master Records Out:	This field is calculated. The number of Master Records In minus the Number of master Records Deleted.
TOTAL # Releasees Added THIS Month:	The total number or Releasees that were included in the Releasee Billing File that were marked as added for the reporting month. (Transaction Code = “A”)
TOTAL # Releasees Added LAST Month:	The total number of Releasees that were included in the Releasee Billing File for the month previous to the reporting month. (Transaction Code = “A”)
TOTAL # Account Payable This Month:	This field is calculated. The sum of the number of Releasees added this month plus the number of Releasees continued.
TOTAL # of Records Non-Compliant:	This field is calculated. The sum of the total number of payments owed minus the total number of payments made.
TOTAL Dollars Applied this month:	The total dollar amount that was collected in the reporting month that was applied towards the reporting month. (Period Date in reporting month)
TOTAL Dollars Applied previous months:	The total dollar amount that was collected in the reporting month that was applied toward a previous month. (Period Date before reporting month)
TOTAL Dollars Held in Credit:	The total dollar amount that was collected in the reporting month that was credited toward a future month. (Period Date after reporting month)

Attachment K
Monthly Releasee Activity Report
Total of All Activity for the Month of _____

		__ MONTH___
Total $30 Payments	=	
Total $15 Payments	=	
Total # Other Payments	=	
Total # Waivers	=	
Total # Return Items	=	
Total # Credit Adjustments	=	
Total # Unprocessable	=	
Total # Master Records In	=	
Total # Master Records Deleted	=	
Total # Master Records Out	=	
Total # Releasees Added This Month	=	
Total # Releasees Added last Month (Active)	=	
Total # Accounts Payable This Month	=	
Total # Records Non-Compliant	=	
Total Dollars Applied To This Month	$ =	
Total Dollars Applied To Previous Months	$ =	
Total Dollars Held in Credit	$ =	
Total Payments (FINAL)	$ =	

Payment Methods

Total # Transactions – Walk-in Payment	=
Total # Transactions – Phone Payment	=
Total # Transactions – Computer Payment	=
Total # Transactions – Lockbox/Mail Payments	=
Total # Transactions – Other Payment Methods	=

Attachment K

SPO / PO Supervision Fee Specifications

Special Note: This report does include Releasees who were not included in the Releasee Billing File; some of whom may have made a payment in the reporting month.

Column Name	Description
MONTH:	Month reporting on
REGION:	Community Supervision Region
SPO:	Name of the Senior Parole Officer
PON:	Parole Officer ID Number
YEAR:	Year of the Reporting Month
AREA SUP:	Name of the Area Supervisor
PO:	Name of the Parole Officer
CASELOAD:	Full name of the Releasee
NYSID:	Releasees' NYS ID number
DIN:	Releasees' DOCCS ID number
CURRENT MONTH:	
AMOUNT OWED:	The current amount due for the Releasee from the Releasee Billing File.
AMOUNT PAID:	Calculated by summing the Releasee's paid transactions since being released to Parole for any period that were processed in the reporting month. (Note: Does not include waivers – only affects reports run for months before April 2005)
ARREARS:	CURRENT MONTH.AMOUNT OWED MINUS CURRENT MONTH.AMOUNT PAID

FISCAL YEAR TO DATE:

AMOUNT OWED:	Calculated by summing the Amount Due from all Releasee Billing File records from April (Year of Report) through the reporting month since being released to Parole for each Releasee.
AMOUNT PAID:	Calculated by summing a Releasee's paid transactions since being released to Parole for any period that were processed from the start of the fiscal year through the reporting month. (Note: Does not include waivers – only affects reports run for months before April 2005)
ARREARS:	FYTD.AMOUNT OWED MNUS FYTD.AMOUNT PAID

ACCUMULATED TOTALS:

AMOUNT OWED:	Calculated by summing the Amount Due from all Releasee Billing File records since being released to Parole through the reporting month.
AMOUNT PAID:	Calculated by summing a Releasee's paid transactions since being released to Parole for any period that were processed up until the end of the reporting month. (Note: Does not include waivers – Affects all totals)
TOTAL ARREARS:	ACCUMULATED TOTALS.AMOUNT OWED MINUS ACCUMULATED_TOTALS.AMOUNT PAID

Attachment K

Monthly Entity Summary Report

Special Note: This report does include Releasees who were not included in the Releasee Billing File but still made payments in the reporting month or during the fiscal year.

Column Name	Description
FISCAL YEAR START	Month and Year when fiscal year began
REPORT DATE:	Date report was run
TIME:	Time report was run
PAGE:	Count of pages
MONTH TO DATE TOTALS:	Month range report was run for
YTD TOTALS FROM:	Fiscal Year Start Date
REGION:	Community Supervision Region
ENTITY ID:	Assigned ID for Area Office
ENTITY NAME:	Area Office / Area Office Supervisor
MONTH TO DATE:	
AMOUNT:	Amount in dollars collected in the reporting month. (Does not include waiver payments)
COUNT:	The number of payments collected in the reporting month. (Does not include waiver payments)
Fiscal YEAR TO DATE:	
AMOUNT:	Amount in dollars collected from the beginning of the fiscal year through the end of the reporting month. (Does not include waiver payments)
COUNT:	The number of payments collected from the beginning of the fiscal year through the end of the reporting month. (Does not include waiver payments)

REGION TOTALS:	Month to Date
AMOUNT:	Amount in dollars collected in the reporting month for each region. (Does not include waiver payments)
COUNT:	The number of payments collected in the reporting month for each region. (Does not include waiver payments)
REGON TOTALS:	Fiscal Year to Date
AMOUNT:	Amount in dollars collected from the beginning of the fiscal year through the end of the reporting month for each region. (Does not include waiver payments)
COUNT:	The number of payments collected from the beginning of the fiscal year through the end of the reporting month. (Does not include waiver payments)
REPORT TOTALS:	Month to Date
AMOUNT:	Amount in dollars collected in the reporting month from all regions. (Does not include waiver payments)
COUNT:	The number of payments collected in the reporting month from all regions. (Does not include waiver payments)
REPORT TOTALS:	Fiscal Year to Date
AMOUNT:	Amount in dollars collected from the beginning of the fiscal year through the end of the reporting month for all regions. (Does not include waiver payments)
COUNT:	The number of payments collected from the beginning of the fiscal year through the end of the reporting month for all regions. (Does not include waiver payments)