



STATE OF NEW YORK

**DEPARTMENT OF CORRECTIONS  
AND COMMUNITY SUPERVISION**

THE HARRIMAN STATE CAMPUS – BUILDING 2

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**Addendum to Correct IFB 2013-11  
Hearing Reporter and Transcription Services for Catchment Area 7A**

The New York State Department of Corrections and Community Supervision is posting a corrected solicitation document for the above-mention Invitation for Bids.

The only change to the initially posted document is a correction in the footer area to the solicitation reference number.

Bidders should reference the corrected document in the preparation of bid submissions.

**New York State Department of  
Corrections and Community Supervision**



**INVITATION FOR BIDS (IFB) # 2013-11**

For

**Hearing Reporter & Transcription Services  
Catchment Area 7A**

**Issue Date:** December 13, 2013

**Bid Due Date:** January 24, 2014

**Designated Contact**

Velma Berry  
Phone: (518) 436-7886 ext. 3115  
Fax: 518-436-1519  
Email: [doccscontracts@doccs.ny.gov](mailto:doccscontracts@doccs.ny.gov)

**Alternate Designated Contact**

Lucretia Bailey  
Phone: (518) 436-7886 ext. 3120  
Fax: 518-436-1519  
Email: [doccscontracts@doccs.ny.gov](mailto:doccscontracts@doccs.ny.gov)

# Notice to Bidders

1. Read the entire IFB document. Note the key issues such as event dates, mandatory requirements, and proposal packaging requirements.
2. The successful Bidder must be able to service all counties in Catchment Area 7A. **Only one contract will result from this IFB.**
3. Bidders are permitted to communicate with the designated contacts **only**. Note the names and contact information for these contacts (Section 1.2).
4. Any amendments, clarifications, responses to questions, and updates to this IFB will be posted on the NYS Contract Reporter and the DOCCS/Community Supervision Web site (<https://www.parole.ny.gov>) select *RFPs*.
5. Bidders' proposals must address all amendments, clarifications, or updates pertaining to this solicitation document.
6. Take full advantage of the Questions and Answers opportunities. All questions must be submitted in writing to the designated email address by the date and time specified in subsection 1.4, *Key Events and Dates*.
7. Bidders' proposals must include a cover letter as outlined in Section 2.2.1.
8. Review the IFB document and your proposal (Cost Sheet in Attachment C). Make sure all requirements are addressed and all submission copies are identical and complete.
9. Complete and submit with your proposals all required forms in Attachment F (and referenced throughout the IFB).
10. Package your proposals as instructed in Sections 2.4 and 2.5.
11. Submit your proposals so that they are received by the designated due date and time (see subsection 1.4). **DOCCS will not consider proposal submissions that arrive after the time specified on the due date.**

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Attachment B	Sample Transcripts
Attachment C	Cost Sheet
Attachment D	Catchment Area Map
Attachment E	Facility, County Jail, and Area Office Listings
Attachment F	Required Forms
Attachment G	M/WBE Requirements and Forms

# Introduction

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## 1.1 Overview

This document is an Invitation for Bid (IFB) to provide the New York State Department of Corrections and Community Supervision (DOCCS) with hearing reporter services as described herein. The services required may be for Parole Board Release Interviews (interviews take place at the facility or via video-conferencing); Rescission hearing(s) (typically held at State Correctional facilities or by means of video-conference at Area Offices); Parole Revocation hearings (held primarily at county jails); Medical Parole Board interviews (interviews take place in hospitals, medical facilities, or in DOCCS medical units that may be located within correctional facilities); and the transcription of Victim Impact statements (held primarily in Area Offices). Contractors must be able to cover all of these services in the specified Catchment area 7A. DOCCS does not guarantee the number or the types of services required for the resulting contract.

The services required include the provision of hearing reporters to record verbatim records of the proceedings utilizing **steno machine technology only** and the timely provision of the electronic transcripts (see Section 4, *Scope of Services*). The proceedings to be recorded will include rescission and revocation hearings, Parole Board Release Interviews, and Victim Impact statements. In addition, the Contractor may be asked, at the discretion of the DOCCS, to transcribe hearings that are video-conferenced to another location. Contractors may be allowed to subcontract with other hearing reporter service providers, if necessary, to meet the terms of this IFB. If such a "consortium" or subcontracting relationship is proposed, subject to DOCCS approval, one Contractor will be responsible for purposes of contract compliance.

The contract awarded as a result of this IFB will be for a period of 13 months, commencing March 1, 2014, or upon approval by the Office of the State Comptroller (OSC), and ending April 30, 2015.

## 1.2 Designated Contact

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

Velma Berry, Contract Management Specialist  
NYS Department of Corrections and Community Supervision  
Division of Support Operations / Contract Procurement Unit  
550 Broadway  
Menands, NY 12204  
Voice: 518-436-7886 ext. 3115  
Fax: 518-486-1519  
Email: [doccscontracts@doccs.ny.gov](mailto:doccscontracts@doccs.ny.gov)

In the event the designated contact is not available, Lucretia Bailey is the Alternate designated contact:

Lucretia Bailey, Contract Management Specialist

Voice: 518-436-7886 ext. 3120  
Email: [doccscontracts@doccs.ny.gov](mailto:doccscontracts@doccs.ny.gov)

### 1.3 Qualifications of Prospective Bidders

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

### 1.4 Key Events and Dates

Events	Dates
Invitation For Bid (IFB) Issued	December 13, 2013
Bidders Question Deadline	January 10, 2014 (close of business)
DOCCS Issues Responses to Questions	January 17, 2014
Bid Due Date to DOCCS (Contract Procurement Unit Menands, NY)	January 24, 2014 3:00 PM
Bid Opening	January 27, 2014
Contract Start Date	March 1, 2014, or upon OSC Approval – whichever occurs later

# Bid Submission

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## 2.1 IFB Questions and Clarifications

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

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

## 2.2 Bid Format and Content

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

### 2.2.1 Cover Letter

The cover letter should confirm that

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

### 2.2.2 Pricing

Bidder shall submit completed Attachment C – Cost Sheet

### 2.2.3 Required Procurement Forms

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

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

### 2.3 Bid Preparation

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

### 2.4 Packaging of IFB Response

Please **submit two (2) originals and two (2) copies of Attachment C - Cost Sheet**

Please complete and submit two (2) originals and two (2) copies of all documents found in Attachment F - *Required Forms*, as well as any bid addenda.

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

- Bidder's complete name and address
- IFB Number – 2013-11 (this document)
- Bid Due Date and Time: (as indicated in Section 1.4 - Key Events and Dates)

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

### 2.5 Instructions for Bid Submission

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

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

BID SUBMISSION # 2013-11  
State of New York  
Department of Corrections and Community Supervision  
Division of Support Operations / Contract Procurement Unit  
550 Broadway  
Menands, NY 12204

DOCCS will not consider emailed or faxed bid submissions.

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

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

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

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

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

## Administrative Information

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### 3.1 Issuing Office

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

### 3.2 Method of Award

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

DOCCS intends to award one contract for Catchment Area 7A to the lowest grand total cost from a responsive and responsible vendor.

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

Catchment Area 7A	Price	Estimated Usage Pages	Totals
\$/page (10-day)	\$ _____	21,000	\$ _____
\$/page (3-day)	\$ _____	2,500	\$ _____
I		<b>Total</b> for Catchment Area 7A	\$ _____

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Volumes are estimates only and are not guaranteed.

If two offers are found to be equivalent, the lowest total Price per Page for the 10-day turnaround shall be the basis for determining the award recipient. If the 10-day turnaround offer is found to be equivalent for two or more bidders, then the bidder with the longest number of years in the transcribing business shall be the basis for determining the award recipient. When price and other factors are found to be substantially equivalent, the determination of award will be made by the DOCCS Commissioner or his designee to award a contract to one or more of such bidders. In accordance with State Finance Law Article 11, Section 163, the commissioner's decision shall be final.

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

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

### 3.3 Bidder's Proposal Checklist

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

- Cover letter (Section 2.2.1), signed by authorized individual: two (2) originals and two (2) copies
- Certificate of Incorporation (attached to the cover letter)
- Completed Attachment C Cost Sheet: two (2) originals and two (2) copies
- Completed Forms Required for M/WBE Compliance (Attachment G)
- Completed and/or signed Legal Requirements Forms (Attachment F):
  - Procurement Lobbying Law Form
  - Worker's Compensation Insurance
  - Vendor Responsibility Questionnaire
  - Tax Certification (Form ST-220-CA)
  - Encouraging Use of New York State Businesses in Contract Performance

### 3.4 Term of Contract

This contract will commence the date of OSC approval or March 1, 2014, whichever occurs later, and will be in effect through April 30, 2015.

The State of New York retains the right to cancel this contract for convenience, provided that the Contractor is given at least thirty (30) days written notice of DOCCS' intent to cancel. Any cancellation by DOCCS under this section shall in no event constitute or be deemed a breach of any contract resulting from this IFB and no liability shall be incurred by or arise against DOCCS, its agents and employees therefore for lost profits or any other damages resulting there from. This provision should not be understood as waiving the State's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision. See Section 5.11 – Termination.

### 3.5 Price Adjustment (Escalation / De-escalation)

Bidders should submit a bid that will be fixed for the Contract Term.

### 3.6 Method of Payment

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

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

- B. Electronic transcripts will be submitted to a specific mailbox for Catchment Area 7A and must be accompanied by an electronic copy of the invoice(s), voucher(s), and typed report within ten (10) business days in order for Contractor not to incur late fees. Original invoice(s) and voucher(s) and typed report(s) must be forwarded to the [Central Files— Transcription Unit / Central Office, Harriman Campus, Building 2, 1220 Washington Avenue, Albany, NY 12206](#) for prompt payment. **Payment will not be processed without receipt of an original invoice(s) and voucher(s).**

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

### 3.7 Cost

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

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

### 3.8 Geographic Breakdown of Services Required

The services required are located in one geographic area. The listing below illustrates which counties are in Catchment Area 7A and the estimated annual volume of pages. The estimated volume was based on an analysis of historical data from a previous five-year contract period. It is the intention of DOCCS to award one contract for Catchment Area 7A for services in all four counties. **The Contractor must provide services for all four counties.**

DOCCS may make scheduling changes when hearings are moved from one county to another thereby crossing over Catchment Areas as a result of video-conferencing. In this instance, the Contractor servicing the hearings being moved has the right to first refusal. Contractors will be notified at least two-weeks in advance of such changes. Historically, DOCCS has made video-conferencing schedule changes infrequently.

**Catchment Area 7A:** Warren, Saratoga, Washington, Schenectady  
Northeast Area Office

Yearly Estimated Number of Pages Typed 16,000 - 25,000

DOCCS does not guarantee the number of pages to be typed in Catchment area 7A.

The attached map (Attachment D) illustrates the counties within each Catchment Area. Contractors must be able to provide services to all counties in Catchment Area 7A. **This solicitation is only for Catchment Areas 7A; all other Catchment Areas have been awarded previously.**

Please note that release interviews, rescission hearings, and revocation hearings are held at correctional facilities, jails, or by means of video conferences. Victim Impact statements are presently held in Regional Offices. Listings of Facilities, County Jails, and DOCCS Offices for Catchment Area 7A are attached for reference purposes only and are subject to change (see Attachment E). Medical Parole interviews are usually done at hospitals, medical facilities, or in DOCCS medical units within the correctional facilities. Attachment E also references Board interviews that are currently covered by DOCCS Verbatim Reporters. **Please note that DOCCS Verbatim Reporter schedules have changed since the last published IFB.** The scheduling of the DOCCS Verbatim Reporters is subject to change to meet the needs of the Agency. DOCCS does not guarantee the number or the types of services required for the resulting contract.

### 3.9 Electronic Payment

Contractor shall provide complete and accurate billing invoices in order to receive payment. Billing invoices submitted must contain all information and supporting documentation required by the contract, the agency, and the State Comptroller. Payment for invoices submitted by the contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptrollers website at [www.osc.state.ny.us/epay/index.htm](http://www.osc.state.ny.us/epay/index.htm), by e-mail at [epayments@osc.state.ny.us](mailto:epayments@osc.state.ny.us), or by phone at 518-474-4032. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

### 3.10 Past Practice

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

### 3.11 Bid Exceptions

The Issuing Office will consider all requests to waive any bid requirement. However, bidders should be aware that failure to obtain a waiver of any bid requirement in advance of bid submission could result in rejection of Bidder's bid and disqualification from the bidding process. Bidders wishing to obtain an exemption or waiver for any part of this solicitation must contact the Issuing Office in writing by the 'Questions Due Date' as identified in Section 1.4 - Key Events. The request must cite the specific section and requirement in

question, and clearly identify any proposed alternative. Requests will be considered and responded to in writing, either via addendum (if the response results in a change to the IFB), or directly to the requesting bidder.

### **3.12 Dispute Resolution**

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

### **3.13 Protest Procedures**

A bidder wishing to challenge the selection of a firm for contract award must send a Notice of Protest on business letterhead, within 7 business days of notice of a contract being awarded, to the DOCCS designated contact in Section 1.2 of this IFB. If a request for a debriefing is received by DOCCS as set forth in Section 5.10 of this IFB, then a Notice of Protest is due within two business days after the debriefing session occurs.

The Notice of Protest must include at a minimum the following information: (a) Contract number and title, (b) the specific factual and/or legal allegations setting forth the basis on which the protesting party challenges the contract award, and (c) a contact name, address, and e-mail address to which DOCCS may address its Protest Determination.

DOCCS will review the Notice of Protest, and within 15 business days notify the protesting party of its Protest Determination. If DOCCS requires additional time, then it will notify the protesting party within the above stated 15 business days. DOCCS may summarily deny a protest that fails to contain specific factual or legal allegations.

Upon receipt of DOCCS' Protest Determination, the protesting party may file an appeal with the Office of the State Comptroller (OSC). The process for filing such an appeal is set forth at <http://www.osc.state.ny.us/agencies/quide/MyWebHelp/> in Chapter XI.17.

### **3.14 Examination of Contract Documents**

1. Each Bidder is under an affirmative duty to inform itself by personal examination of the specifications of the proposed work and by such other means as it may select, of the character, quality and extent of the work to be performed and the conditions under which the contract is to be executed.
2. Each Bidder shall examine specifications and all other data or instruction pertaining to the work. No pleas of ignorance of conditions that may be encountered or of any other matter concerning the work to be performed in the execution of the contract will be accepted by the state as an excuse for any failure or omission on the part of the Bidder to fulfill every detail of all the requirements of the documents governing the work. The Bidder, if awarded the contract, will not be allowed any extra compensation by reason of any matter or thing concerning which such Bidder might have fully informed itself prior to bidding.

3. Any addendum issued prior to the bid due date must be acknowledged by signature, dated and be submitted on or before the bid due date. In awarding a contract any written addenda will become a part thereof.
4. Any verbal information obtained from, or statements made by, representatives of the Commissioner of the Department of Corrections and Community Supervision shall not be construed as in any way amending contract documents. Only such corrections or addenda as are issued, in writing, shall become a part of the contract.

### 3.15 Inspection of Books

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

### 3.16 Glossary of Terms

<u>Term</u>	<u>Definition</u>
Commissioner	Commissioner of the Department of Corrections and Community Supervision or duly authorized representative
Contactora	Successful Bidder/Vendor
DIN	A DIN is assigned to each inmate admitted to the Department of Corrections and Community Supervision. This is an internal number used as an identifier for the inmate while he or she is in the custody of the Department.
DOCCS	Department of Corrections and Community Supervision
IFB	Invitation for Bids
Issuing Office	Department of Corrections and Community Supervision, Division of Support Operations/Contract Procurement Unit
NYSID	New York State Identification Number: A unique identifier assigned to an individual by New York State Division of Criminal Justice Services.
Offeror/Offerer or Bidder	Any person, partnership, firm, corporation or other authorized entity submitting a bid to the State pursuant to this IFB.
Vendor	Contractor

### 3.17 Definitions

**Parole Board Release Interview a.k.a. "Boards"**– The Board Members conduct interviews of inmates who are eligible for discretionary release. These take place at the facility or via video-conferencing. The Boards usually take place for 1 to 3 consecutive

days each month for each facility (see, Attachment E). There is no set day of the month for each facility, thus, the schedule is at the discretion of DOCCS. It is expected that the Contractor (not necessarily the same stenographer) will begin the Board and will complete all interviews for the remaining days. It is the responsibility of the Contractor to find a replacement in the event that the Contractor cannot attend the Board interviews for a certain day or days.

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

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

#### **Parole Revocation Hearings – Preliminary and Final**

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

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

**Victim Impact Statements** – Victims of violent crimes or their family members request to meet with Board Commissioners to discuss the impact that an inmate's crime may have had upon them. These meetings take place at Area Offices, at a date and time that is convenient for the Board Commissioner and the victim or family. These are usually scheduled at least several days prior to an inmate's Board interview so that the Board will have a copy of the Victim Impact Statement transcript to review in preparation for the inmate's interview. Thus, the transcript will have to be available prior to the Board interview.

## Scope of Services

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### 4.1 Records Certification and Transmission

All verbatim records must be certified and electronically received by the DOCCS within ten (10) business days from the date of the hearing/interview.

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

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

### 4.2 Transcript Format (see sample transcript – Attachment B)

The following formatting guidelines will be applied to the transcript:

1. All pages must measure not less than 8 1/2 x 11 inches.
2. Margins must be 1 inch all the way around. Headers and footers must be within the 1 inch margin. Size of print (pitch) must be no larger than 12 and font must be Times New Roman. Header print size must be set at 12 pitch and footer print size must be no larger than 10 pitch. Spacing must be set at normal (enhanced spacing will not be accepted). Testimony must be aligned left (justified lines will not be accepted). Each typed testimony line must average not less than 6 1/2 inches in width.
3. There must be no indentations, except for necessary headings and paragraphs indented ten spaces (colloquy).
4. All cover pages must include participants present and **must** conform to the samples included.
5. Transcript pages must contain a minimum of twenty-five (25) numbered lines per page, with the numbers printed outside and adjacent to the left margin of each reporting page. The 25-line requirement does not include the "heading line," which serves to identify the inmate or releasee who is the subject of the interview or hearing, or the "footer line," which identifies the Contractor's name and phone number. The only exceptions to the 25-line minimum requirement will be the cover page, decision page, closing page, and certification page, which can contain fewer than 25 lines.
6. Transcript pages must **not** contain borders or frames.
7. Each page, excluding the cover page, must have a header and footer as seen in the samples attached. All headers must include inmate/releasee name, NYSID and DIN #s, and page number. The footer must contain the name of the hearing reporter company and the telephone number with area code.

8. There shall be no charge for cover page, closing pages with eight or less lines, or certification pages (see Attachment B).
9. The Certification page must be a separate page and include the inmate/releasee name, NYSID and DIN #'s at the top, number of pages included, and the date signed by the stenographer. Electronic signatures are acceptable on the Certification page (see Attachment B). An example of an acceptable electronic signature is changing the font to a *Script font*.
10. Each transcript must begin with the actual interview or testimony and include the statement "Hearing Concluded" at the end of the interview or testimony.

### 4.3 Completeness and Accuracy

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

### 4.4 Submission of Electronic Transcripts

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

1. Transcripts must be submitted to DOCCS using Secured File Transfer Protocol (SFTP) or other encryption methods as specified by DOCCS. The Internet Provider (IP) address of the DOCCS server and a user id and password will be provided to the Successful Bidder. The Contractor will be required to provide and set up their own SFTP client software. Sending the files from a fixed IP address is preferred but not required.
2. The Successful Bidder is required to use a File **Transfer Protocol (FTP)** client. FTP is a standard network protocol used to copy a file from one host to another over a TCP/IP-based network, such as the Internet. Any FTP Client using the SFTP protocol is acceptable.
3. **Transcript files must be saved individually for each interview as a PDF/A-1 file.** PDF/A-1 is a constrained form of Adobe PDF intended to be suitable for long-term preservation of page-oriented documents.

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

"B\_SULLIVAN\_RODRIGUEZ\_J\_06222010"

Key

First Character

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

Second Character

Place: Facility/County Jail Name, etc.

Third Character

Inmate's Last Name

Fourth Character

Inmate's First Initial

Fifth Character

Hearing Date

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

## 4.5 Reporter Availability

Contractors will ensure that reporters are available as follows:

1. Contractors must ensure reporters will arrive at the scheduled proceeding a minimum of ten (10) minutes prior to start time.
2. Contractor must provide a minimum of 24 (twenty-four) hours notice in the event of cancellation of a scheduled proceeding(s). In the event that a contractor fails to show up for a scheduled Hearing Reporter Event on three or more occasions, DOCCS may determine that the contractor is non-compliant and may require that said contractor attend a Responsibility Hearing. Such performance may result in the cancellation of the contract.
3. Contractor must have at least one (1) reporter available to cover short-notice schedule changes. Short notice is considered notification of change with a 24-hour period. Schedule changes may occur several times throughout the year.

## 4.6 State Holiday Schedule

Contractor must be aware of the official State holiday schedule. The holiday schedule for 2014 appears below, and the holiday schedule posted for 2015 will be found by accessing the calendars using the following link:

[http://www.cs.ny.gov/attendance\\_leave/2014\\_legal\\_holidays.cfm](http://www.cs.ny.gov/attendance_leave/2014_legal_holidays.cfm)

MONTH	DATE	DAY OF WEEK	LEGAL HOLIDAY
JANUARY	1	Wednesday	New Year's Day
	20	Monday	Dr. Martin Luther King, Jr. Day
FEBRUARY	12	Wednesday	Lincoln's Birthday (a)
	17	Monday	Washington's Birthday (Observed)
MAY	26	Monday	Memorial Day
JULY	4	Friday	Independence Day
SEPTEMBER	1	Monday	Labor Day
OCTOBER	13	Monday	Columbus Day
NOVEMBER	4	Tuesday	Election Day
	11	Tuesday	Veterans' Day
	27	Thursday	Thanksgiving Day
DECEMBER	25	Thursday	Christmas Day

DOCCS will provide yearly holiday calendars to the selected Contractor.

# Contract Clauses and Requirements

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## 5.1 Appendix A / Order of Precedence

Appendix A — Standard Clauses for New York State Contracts, dated December 2012, attached hereto, is hereby expressly made a part of this solicitation document as fully as if set forth at length herein. The agreement resulting from a successful award will include the following documents. Conflicts between these documents will be resolved in the following descending order of precedence:

- Appendix- A
- DOCCS Invitation For Bid Number 2013-11 (This Document) including any addenda
- Selected Contractor's Bid

## 5.2 Procurement Lobbying Requirement

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

## 5.3 Sales and Compensating Use Tax Certification Requirements

Complete **Form ST-220-CA Contractor Certification**. The Contractor must file Form ST-220-CA to certify that it has filed Form ST-220-TD with the Tax Department and that the information contained on Form ST-220-TD is correct and complete as of the date that the Contractor files Form ST-220-CA. Access and complete Form ST-220-CA by using the following link: [http://www.tax.ny.gov/pdf/current\\_forms/st/st220ca\\_fill\\_in.pdf](http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf) Please note that Form ST-220-TD must be filed with the NYS Tax Department at the address on the front page of the form. You can access Form ST-220-TD using the following link: [http://www.tax.ny.gov/pdf/current\\_forms/st/st220td\\_fill\\_in.pdf](http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf) For *Questions and Answers Concerning Tax Law Section 5-a*, go to NYS Department of Tax and Finance at <http://www.tax.ny.gov/pdf/publications/sales/pub223.pdf>.

## 5.4 Freedom of Information Law / Trade Secrets

During the evaluation process, the content of each bid will be held in confidence and details of any bid will not be revealed (except as may be required under the Freedom of Information Law or other State law). The Freedom of Information Law provides for an exemption from disclosure for trade secrets or information the disclosure of which would

cause injury to the competitive position of commercial enterprises. This exception would be effective both during and after the evaluation process. Should you feel your firm's bid contains any such trade secrets or other confidential or proprietary information, **you must submit a request to exempt such information from disclosure.** Such request must be in writing, must state the reasons why the information should be accepted from disclosure and must be provided at the time of submission of the subject information. Requests for exemption of the entire contents of a bid from disclosure have generally not been found to be meritorious and are discouraged. Kindly limit any requests for exemption of information from disclosure to bona fide trade secrets or specific information, the disclosure of which would cause a substantial injury to the competitive position of your firm.

## 5.5 General Requirements

The Bidder agrees to

1. adhere to all State and Federal laws and regulations in connection with the contract; and,
2. notify DOCCS of any changes in the legal status or principal ownership of the firm, forty five (45) days in advance of said change.

The Bidder agrees that

3. In any contract resulting from this IFB, it shall be completely responsible for its work, including any damages or breakdowns caused by its failure to take appropriate action; and,
4. any contract resulting from this IFB may not be assigned, transferred, conveyed or the work subcontracted without the prior written consent of the Commissioner of DOCCS.
5. For reasons of safety and public policy, in any contract resulting from this IFB, the use of illegal drugs and/or alcoholic beverages by the Contractor or its personnel shall not be permitted while performing any phase of the work herein specified.
6. For purposes of any contract resulting from this IFB, the State will not be liable for any expense incurred by the Contractor for any parking fees or as a consequence of any traffic infraction or parking violations attributable to employees of the Contractor.
7. The Commissioner's interpretation of specifications shall be final and binding upon the Contractor.
8. The Commissioner of DOCCS will make no allowance or concession to the Bidder for any alleged misunderstanding because of quantity, quality, character, location or other conditions.
9. Should it appear that there is a real or apparent discrepancy between different sections of specifications concerning the nature, quality or extent of work to be furnished, it shall be assumed that the Bidder has based its bid on the more expensive option. Final decision will rest with the Commissioner of DOCCS.
10. **Inspection** – For purposes of any contract resulting from this IFB, the quality of service is subject to inspection and may be made at any reasonable time by the State of New York. Should it be found that quality of services being performed is not satisfactory and that the requirements of the specifications are not being met, the Commissioner DOCCS may terminate the contract and employ another contractor to fulfill the

requirements of the contract. The existing Contractor shall be liable to the State of New York for costs incurred on account thereof.

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

## 5.6 Contract Terms

1. All provisions and requirements of Appendix A Standard Clauses for New York State Contracts, which is attached hereto and forms a part hereof, will be incorporated into any contract resulting from this IFB, and will be binding upon the parties to such contract.
2. All provisions and requirements that are attached hereto and form a part hereof, will be incorporated into any contract resulting from this IFB, and will be binding upon the parties to such contract.
3. It is stipulated and agreed by the parties that the law of the State of New York shall solely and in all respects govern with relation to any dispute, litigation, or interpretation arising out of or connected with any contract resulting from this IFB.
4. Any contract resulting from this IFB shall not be deemed executed, valid or binding unless and until approved in writing by the Attorney General and the Comptroller of the State of New York.

## 5.7 Subcontractors

1. The State will contract only with the successful Bidder who is the Prime Contractor. The Issuing Office considers the Prime Contractor, the sole Contractor with regard to all provisions of the solicitation and the contract resulting from the solicitation.
2. When bidding, any known / planned use of subcontractors must be disclosed in detail with the bid submission.
3. If subcontractors are to be used for base scope services, it shall be understood that the bid price includes the cost of the subcontractor and **no additional markups will be allowed.**
4. No subcontract entered into by the Contractor shall relieve the Contractor of any liabilities or obligations in this IFB or the resultant contract.

5. The Contractor accepts full responsibility for the actions of any employee or subcontractor/subcontractor's employee(s) who carry out any of the provisions of any contract resulting from this IFB.
6. The Contractor's use of subcontractors shall not diminish the Contractor's obligations to complete the work in accordance with the contract. The Contractor shall coordinate and control the work of the subcontractors.
7. The Contractor shall be responsible for informing the subcontractors of all terms, conditions, and requirements of the contract documents.
8. During the term of the Contract, before any part of the contract shall be sublet, the Contractor shall submit to DOCCS Division of Support Operations / Contract Procurement Unit, 550 Broadway, Menands, NY 12204, in writing, the name of each proposed subcontractor and obtain written consent to such subcontractor. The names shall be submitted in ample time to permit acceptance or rejection of each proposed subcontractor without causing delay in the work of this contract. The Contractor shall promptly furnish such information as DOCCS may require concerning the proposed subcontractor's ability and qualifications.

## **5.8 Procurement Rights**

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

1. Reject any and all bids received in response to this Solicitation.
2. Disqualify a Bidder from receiving the award if the Bidder, or anyone in the Bidder's employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.
3. Correct Bidders' mathematical errors and waive or modify other minor irregularities in bids received, after prior notification to the Bidder.
4. Adjust any Bidder's expected costs of the bid price based on a determination of the evaluation committee that the selection of the said Bidder will cause the State to incur additional costs.
5. Utilize any and all ideas submitted in the bids received.
6. Negotiate with Bidders responding to this Solicitation within the Solicitation requirements to serve the best interests of the State.
7. Begin contract negotiations with another bidding Contractor(s) to serve the best interests of the State should DOCCS be unsuccessful negotiating a contract with the selected Contractor within 21 days of selection notification.
8. Waive any non-material requirement not met by all Bidders.
9. Not make an award from this Solicitation.
10. Make an award under this Solicitation in whole or in part.
11. Make multiple contract awards pursuant to the Solicitation.
12. Have any service completed via separate competitive bid or other means, as determined to be in the best interest of the State.

13. Seek clarifications of bids.

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

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

## 5.9 Extent of Services

DOCCS reserves the right to re-negotiate at its discretion, to reduce the amount of services provided under any contract resulting from this solicitation. This reduction in services shall be effectuated by written amendment to the contract and subject to approval by the Office of the State Comptroller.

## 5.10 Debriefings

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

<http://www1.osc.state.ny.us/transparency/contracts/contractsearch.cfm>

## 5.11 Termination

### 5.11.1 Agency Termination

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

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

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

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

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

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

### **5.11.2 Procurement Lobbying Termination**

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

## **5.12 NYS Vendor Responsibility Questionnaire**

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

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

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

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

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

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

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

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

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

### **5.13 M/WBE and EEO Requirements**

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

### **5.14 Sales and Compensating Use Tax Certification Requirements**

Complete **Form ST-220-CA Contractor Certification**. The Contractor must file Form ST-220-CA to certify that it has filed Form ST-220-TD with the Tax Department and that the information contained on Form ST-220-TD is correct and complete as of the date that the Contractor files Form ST-220-CA. Access and complete Form ST-220-CA by using the following link: [http://www.tax.ny.gov/pdf/current\\_forms/st/st220ca\\_fill\\_in.pdf](http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf) Please note that Form ST-220-TD must be filed with the NYS Tax Department at the address on the front page of the form. You can access Form ST-220-TD using the following link: [http://www.tax.ny.gov/pdf/current\\_forms/st/st220td\\_fill\\_in.pdf](http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf) For *Questions and Answers Concerning Tax Law Section 5-a*, go to NYS Department of Tax and Finance at <http://www.tax.ny.gov/pdf/publications/sales/pub223.pdf> .

## 5.15 Contractor Insurance Requirements

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

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

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

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

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

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

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

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

The Contractor shall cause all insurance to be in full force and effect as of the commencement date of this Contract and to remain in full force and effect throughout the term of this Contract and as further required by this Contract. The Contractor shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages during the period of time such coverages are required to be in effect.

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

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

- a) **Commercial General Liability Insurance** with a limit of not less than \$1,000,000 each occurrence. Such liability shall be written on the ISO occurrence form CG 00 01, or a substitute form providing equivalent coverages and shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal & advertising injury, cross liability coverage, liability assumed in a contract (including the tort liability of another assumed in a contract) and explosion, collapse & underground coverage.  
If such insurance contains an aggregate limit, it shall apply separately on a per job or per project basis.
- b) **Comprehensive Business Automobile Liability Insurance** with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any automobile including owned, leased, hired and non-owned automobiles.
- c) **Waiver of Subrogation.** Contractor shall cause to be included in each of its policies insuring against loss, damage or destruction by fire or other insured casualty a waiver of the insurer's right of subrogation against DOCCS, or, if such waiver is unobtainable (i) an express agreement that such policy shall not be invalidated if Contractor waives or has waived before the casualty, the right of recovery against DOCCS or (ii) any other form of permission for the release of DOCCS.

## 5.16 Workers' Compensation and NYS Disability Insurance

### A. Workers' Compensation Requirement:

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

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

**OR**

2. C-105.2 Certificate of Workers' Compensation Insurance (the contractors insurance carrier provides this form) **PLEASE NOTE:** The New York State Insurance Fund provides its own version of this form, the U-26.3;  
**OR**
3. SI-12 Certificate of Workers' Compensation Self-Insurance (To obtain this form the contractor needs to call the New York State Workers' Compensation Board, Self-Insurance Office at 518-402-0247), **OR** GSI-105.2 – Certificate of Participation in Workers' Compensation Group Self- Insurance (The Contractors Group Self-Insurer will provide this form).

**B. Disability Benefit Insurance Requirement:**

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

1. CE-200 Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers Compensation And/Or Disability Benefits Insurance Coverage Is Not Required:  
Form CE-200 can be filled out electronically on the New York State Workers Compensation Board's website, <http://www.wcb.ny.gov/> , under the heading "Forms." Applicants filling electronically are able to print a finished Form CE-200 immediately upon, completion of the electronic application. Applicants without access to a computer may obtain a paper application for the CE-200 by writing or visiting the Customer Service Center at any District Office of the Workers Compensation Board. Applicants using the manual process may wait up to four (4) weeks before receiving a CE-200.  
**OR**
2. DB-120.1 Certificate of Disability Benefits Insurance (the contractors insurance carrier provides this form);  
**OR**
3. DB-155 Certificate of Disability Benefits Self-Insurance (To obtain this form the contractor needs to call the New York State Workers Compensation Board's Self-Insurance Office at 518-402-0247).

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

## 5.17 Consultant Disclosure Reporting Requirements

Pursuant to New York State Finance Law, Section 163(4)(g), state agencies must require all contractors, including subcontractors, that provide consulting services for State purposes pursuant to a contract to submit an annual employment report for each such contract, such report to include for each employment category within the contract: the number of employees employed to provide services under the contract, the number of hours they work, and the total compensation under the contract for those employees. Consulting services are defined as analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services.

Upon notification of award for this IFB, the selected Contractor must complete Form A, *State Consultant Services*. The completed Form A must include information for all employees that will be providing services under the contract resulting from this IFB.

The Contractor must submit Form B, *State Consultant Services Contractor's Annual Employment Report* (Attachment F), to report annual employment information required by the statute. This form captures historical information, detailing actual employment data for the most recently concluded State fiscal year (April 1 – March 31). Submit Form B to DOCCS Budget & Finance Unit, the Consultant Reporting Section of the Bureau of Contracts at OSC, and the Department of Civil Services at the addresses provided below.

Submit the completed Form B annually by May 15 for each State fiscal year (or portion thereof) the contract is in effect, as follows:

**Contracting Agency: DOCCS**

NYS Department of Corrections and  
Community Supervision  
Sandra Downey, Director  
Budget and Finance  
1220 Washington Avenue, Bldg. #2  
Albany, New York 12226-2050

**OSC: Consultant Reporting Sections of the Bureau of Contracts**

NYS Office of the State Comptroller  
Bureau of Contracts  
110 State Street, Floor 11  
Albany, NY 122236  
Attention: Consultant Reporting

**DCS:**

NYS Department of Civil Service  
Alfred E. Smith Office Building  
Albany, NY 12239

**Form A and B as well as the instructions are found in Attachment F.**

## **5.18 Ethics Compliance**

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

## **5.19 Extension of Use**

Any contract resulting from the solicitation may be extended to additional State Agencies upon mutual agreement between the requesting agency, DOCCS, and the contractor, and subject to applicable approvals. DOCCS reserves the right to negotiate additional discounts based on any increased volume generated by such extensions.

## **5.20 Indemnification**

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

## **5.21 Iran Divestment Act**

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 is not on the "Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2012" list ("Prohibited Entities List") posted on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further 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 should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended.

During the term of the Contract, should DOCCS receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, DOCCS 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 DOCCS shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.

DOCCS 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 A

**APPENDIX A**

**STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS**

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

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**STANDARD CLAUSES FOR NYS CONTRACTS**

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

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

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

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

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

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

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

contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

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

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

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

**10. RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in

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

**11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.**

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

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

**12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.**

In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

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

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

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is

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

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

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

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

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

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

**18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.**

The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public

benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

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

**19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.**

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

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

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

NYS Department of Economic Development  
Division for Small Business  
Albany, New York 12245  
Telephone: 518-292-5100  
Fax: 518-292-5884  
email: [opa@esd.ny.gov](mailto: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](mailto:mwbecertification@esd.ny.gov)  
<http://esd.ny.gov/MWBE/directorySearch.html>

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.

## Attachment B

STATE OF NEW YORK  
EXECUTIVE DEPARTMENT  
NYS DEPARTMENT OF CORRECTIONS &  
COMMUNITY SUPERVISION

\*\*\*\*\*

In the Matter of  
JACK DOE  
DIN # 10-A-0000  
NYSID # 1234567A  
WARRANT # 123434  
INSTITUTION: Onondaga County C.F.

\*\*\*\*\*

LOCATION: Onondaga County Correctional Facility  
Jamesville, New York

TYPE OF HEARING: Preliminary Hearing

DATE: October 7, 2009

BEFORE: GERALD HAMILL, Administrative Law Judge

APPEARANCES: MARY HOTALING, Parole Revocation Specialist  
Syracuse Area Office

BOB EVANS, Attorney for Parolee  
Legal Aid Society

JACK DOE, Parolee

HEARING REPORTER: JANE LEE, Hearing Reporter

STATE OF NEW YORK  
EXECUTIVE DEPARTMENT  
NYS DEPARTMENT OF CORRECTIONS &  
COMMUNITY SUPERVISION

\*\*\*\*\*

Parole Board Hearing  
In the Matter of  
JAMES DOE  
DIN # 08-A-0000  
NYSID # 1234567-A

\*\*\*\*\*

TYPE OF HEARING: Reappearance  
LOCATION: Elmira C.F.  
  
DATE : January 12, 2010  
BEFORE: COMMISSIONER ROSS  
COMMISSIONER SMITH  
  
ALSO PRESENT: Steve Davis, Facility Parole Officer I  
Lisa Jones, Facility Parole Officer II  
  
HEARING REPORTER: Jane Doe

STATE OF NEW YORK  
EXECUTIVE DEPARTMENT  
DEPARTMENT OF CORRECTIONS &  
COMMUNITY SUPERVISION

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In the Matter of  
JACK DOE  
DIN # 10-A-0000  
NYSID # 1234567A  
WARRANT # 123434  
INSTITUTION: Onondaga County C.F.

\*\*\*\*\*

LOCATION: Onondaga County Correctional Facility  
Jamesville, New York

TYPE OF HEARING: Final Revocation Hearing

DATE: October 15, 2009

BEFORE: GERALD HAMILL, Administrative Law Judge

APPEARANCES: MARY HOTALING, Parole Revocation Specialist  
Syracuse Area Office

BOB EVANS, Attorney for Parolee  
Legal Aid Society

JACK DOE, Parolee

HEARING REPORTER: JANE LEE, Hearing Reporter

1 BY COMMISSIONER SMITH:

2 Q Good morning. You are John Doe?

3 A Yes.

4 Q I am Commissioner Smith. With me today are Commissioners Brown and Jones.

5 COMM. JONES: Good morning, sir.

6 THE INMATE: Good morning.

7 COMM. BROWN: Good morning, Mr. Doe. I think I met you at your last board appearance

8 two years ago. That was also held at Green Haven. Is that correct?

9 THE INMATE: Yes, sir.

10 BY COMMISSIONER SMITH:

11 Q This is your initial appearance before the board, sir. You're 27 years old?

12 A Yes, sir.

13 Q And you pled to Burglary 2<sup>nd</sup>?

14 A Yes, sir.

15 Q You were on parole at the time about 14 months from a 2002 Burglary 3<sup>rd</sup>, correct?

16 A Yes.

17 Q You have a total of three felonies. This is your second state bid and you have at least two  
18 violations, is that correct?

19 A Yes, sir.

20 Q You have an Earned Eligibility Certificate. Pursuant to Correction Law 805, that's a  
21 rebuttable presumption of release. You were on work release at Clinton. What happened,  
22 unsuitable program? What does that mean?

23 A I don't know what that means, but I messed up. I was doing the wrong things with the  
24 wrong crowd.

25 Q Can you give us a clue of what that might have been, "with the wrong crowd"? I don't  
26 know what that means.

27 A I like money, so you know, some dude was like hey, do this with me and I'll pay you and  
28 I was like, go ahead, whatever. I did it with him. He got caught and –

29 Q You did this burglary, were you on work release when you did the burglary?

30 A No, I was on regular parole.

1 Q I have no further questions. Do you have anything else you care to discuss with us today,  
2 Mr. Doe?

3 A No, thank you.

4 COMM. SMITH: Commissioners, any questions?

5 COMM. BROWN: No questions.

6 COMM. JONES: No questions, thank you.

7 COMMISSIONER SMITH:

8 Q Thank you Mr. Doe. We will make a decision and let you know.

9 HEARING CONCLUDED

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DECISION

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HOLD 24 months. Next appearance date will be 12/2010.

Parole is denied.

You continue to serve concurrent sentences for Robbery 1<sup>st</sup> and YO Attempted Grand Larceny.

In 1991, you stole a vehicle and in 1995, you robbed a male victim and shot him to death.

At the time of the robbery, you were on probation for the YO offense. Programming is noted and a Tier III disciplinary violation is also noted. All factors considered, this panel concludes that if you are released at this time, there exists a reasonable probability that you will not live and remain at liberty without further violating the law. Your release would be incompatible with the welfare of the community and would so deprecate the seriousness of the offenses as to undermine respect for the law.

Upon CR:

I will seek, obtain, and maintain employment and/or an academic/vocational program.

I will submit to substance abuse testing as directed by the P.O.

I will participate in a substance abuse treatment program as directed by the P.O.

I will not consume alcoholic beverages.

I will not frequent any establishment where alcohol is sold or served as its main business without the written permission of my P.O.

I will abide by a curfew established by the P.O.

I will participate in anti-aggression/anti-violence counseling as directed by the P.O.

(All Commissioners concur.)

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CERTIFICATION

I, \_\_\_\_\_, Court Reporter and Notary Public (*if applicable*) in and for the State of New York, do hereby certify that I attended the foregoing proceedings, took stenographic notes of the same, that the foregoing, consisting of 11 pages, is a true and correct copy of same and the whole thereof.

Dated: January 12, 2010

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Jane Doe, Court Reporter

# Attachment C

**ATTACHMENT C  
COST SHEET  
NYS Department of Corrections and Community Supervision  
IFB 2013-11, Hearing Reporter Transcription Services  
Catchment Area 7A**

<b>Bidder's Name:</b> _____			
<b>Catchment Area 7A</b>	<b>Price Per Page</b>	<b>Yearly Estimated Pages</b>	<b>Total</b>
<b>\$/page (10-day)</b>	_____ X	<b>21,000</b>	_____
<b>\$/page (3-day)</b>	_____ X	<b>2,500</b>	_____
		<b>Grand Total for Catchment Area 7A</b>	_____

- Instructions:**
1. Enter the proposed *Price Per Page* for the two categories (10-day and 3-day).
  2. Multiply the *Price Per Page* entered by the *Yearly Estimated Pages* as provided.
  3. Enter the results in the *Total* column.
  4. Add the total 10-day and 3-day results in the *Total* column.
  5. Enter the results on the *Grand Total for Catchment Area 7A* line.

**Important:** DOCCS reserves the right to correct mathematical errors. The Grand Total entered by Bidders will be basis for award. The Responsive and Responsible Bidder with the lowest amount on the *Grand Total for Catchment Area 7A* line will be awarded the contract resulting from this IFB.

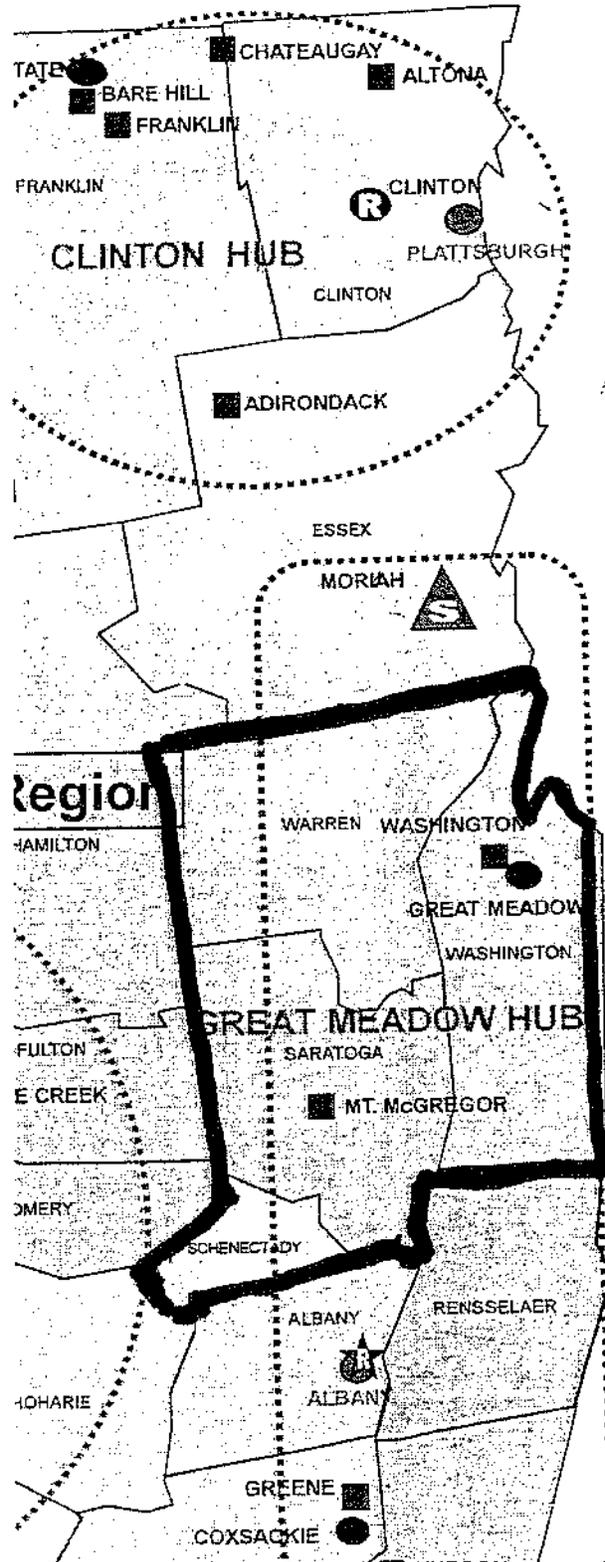
In the event of a tie between Bidders for the lowest cost, the Bidder with the lowest price for the **10-day** Price per Page will be selected. If two or more Bidders have identical amounts on this line, the determination of award by the Commissioner of DOCCS shall be final, in accordance with State Finance Law 163.

## Attachment D

# New York State Division of Parole

## Area Offices, Facility Offices and Administrative Regions





Catchment Area  
7A

# Attachment E

**NYS DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION**

**IFB 2013-11 Hearing Reporter Transcription Services**

**ATTACHMENT E**

**COUNTY JAIL LISTING**

<b>CATCHMENT AREA</b>	<b>COUNTY JAIL</b>	<b>ADDRESS</b>	<b>CITY/STATE/ZIP</b>	<b>PHONE #</b>
7A	Saratoga County Correctional Facility	6010 County Farm Road	Ballston Spa, NY 12020	(518) 885-2479
7A	Schenectady County Correctional Facility	320 Veeder Avenue	Schenectady, NY 12307	(518) 388-4300
7A	Warren County Jail	1400 State Route 9	Lake George, NY 12845	(518) 743-2500
7A	Washington County Jail	399 Broadway	Ft. Edward, NY 12828	(518) 746-2476

**NYS DIVISION OF PAROLE  
IFB 2010-05 Hearing Reporter Transcription Services**

**ATTACHMENT E**

**AREA OFFICE LISTING**

<b>CATCHMENT AREA</b>	<b>LOCATION</b>	<b>ADDRESS</b>	<b>CITY/STATE/ZIP</b>	<b>PHONE #</b>
7A	Central Files--Transcription Unit	Harriman State Campus Building 2 1220 Washington Avenue	Albany, NY 12206	(518) 486-7535

NYS Department of Corrections and Community Supervision  
IFB 2013-11

ATTACHMENT E

FACILITY LISTING

CATCHMENT AREA	COUNTY	FACILITY	ADDRESS 1	CITY/STATE/ZIP	PHONE #	SECURITY	MALE/ FEMALE
7A	Saratoga *	Mt. McGregor Correctional Facility	1000 Mt. McGregor Road	Wilton, New York 12831	(518) 587-3960	Medium	Male
7A	Washington	Great Meadow Correctional Facility	11739 State Route 22	Comstock, New York 12821-0051	(518) 639-5516	Maximum	Male
7A	Washington	Washington Correctional Facility	72 Lock Eleven Lane	Comstock, New York 12821-0180	(518) 639-4486	Medium	Male

Board Interviews will be covered by DOCCS Verbatim Reporters in most cases

\*Facility scheduled to close July 2014

# Attachment F

## Bid Submission Checklist

IFB 2013-11 Hearing Reporter & Transcription Services for  
Catchment Area 7A

Required document	Type of Submission	Included with Bid Submission
<b>Procurement Lobbying Certification</b>	Include three signed, completed, and notarized hard copies (Attachment F)	<input type="checkbox"/>
<b>Vendor Responsibility Questionnaire (RFP, Section 5.13)</b>	Complete online using the OSC VendRep System at <a href="http://www.osc.state.ny.us/vendrep/vendor_index.htm">http://www.osc.state.ny.us/vendrep/vendor_index.htm</a> , or download the latest version and submit a completed and signed original with the Proposal: <a href="http://www.osc.state.ny.us/vendrep/forms_vendor.htm">http://www.osc.state.ny.us/vendrep/forms_vendor.htm</a>	<input type="checkbox"/>
<b>Form ST-220 CA:</b> Complete this form to certify that Form ST-220-TD has been filed with NYS Tax Department. (IFB, Section 5.14)	All Bidders should be prepared to verify compliance with NYS Tax Law <a href="http://www.tax.ny.gov/forms/other_sales_tax_forms">www.tax.ny.gov/forms/other_sales_tax_forms</a>	<input type="checkbox"/>
Required M/WBE Forms (Attachment G)	Please access the forms at <a href="http://www.parole.ny.gov/rfps">www.parole.ny.gov/rfps</a> . Download and sign completed forms	<input type="checkbox"/>
Completed Workers' Compensation and Disability Forms	<b>Workers' Compensation -</b> <a href="http://www.wcb.ny.gov/content/onlineforms/obtainC105.jsp">http://www.wcb.ny.gov/content/onlineforms/obtainC105.jsp</a> <b>Disability Benefits -</b> <a href="http://www.wcb.ny.gov/content/onlineforms/obtainDB120-1.jsp">http://www.wcb.ny.gov/content/onlineforms/obtainDB120-1.jsp</a>	<input type="checkbox"/>
Completed <i>Encouraging Use of New York State Businesses in Contract Performance</i>	Bidders should read this document and indicate any plans to use NYS businesses if awarded the resulting contract. If known, Bidders should identify the businesses that will be used on the form and include the form with the proposal. (Attachment F)	<input type="checkbox"/>

## PROCUREMENT LOBBYING CERTIFICATION

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

Procurement Lobbying information can be accessed at:

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

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

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Contractor Name: \_\_\_\_\_

Contractor Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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

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

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

### Offerer Certification:

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

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

### Procurement Lobbying Termination

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

**CONSULTANT DISCLOSURE REPORTING REQUIREMENTS  
CONTRACTOR INSTRUCTIONS**

**Background:**

Pursuant to New York State Finance Law Section 163(4)(g), state agencies must require all contractors, including subcontractors, that provide consulting services for State purposes pursuant to a contract to submit an annual employment report for each such contract, such report to include for each employment category within the contract: (i) the number of employees employed to provide services under the contract, (ii) the number of hours they work, and (iii) their total compensation under the contract. Consulting services are defined as analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services.

Contractors selected for award on the basis of a procurement issued by OSC (Request for Proposals, Mini-Bid, or Invitation for Bids) must complete **Form A, State Consultant Services – Contractor’s Planned Employment from Contract Start Date through the End of the Contract Term** upon notification of award. The completed **Form A** must include information for all employees that will be providing services under the contract, whether employed by the contractor or by a subcontractor.

Contractors selected for award are also required to complete **Form B, State Consultant Services Contractor’s Annual Employment Report** annually for each year of the contract term, on a State fiscal year basis. The first report is due on May 15 for the period April 1 through March 31.

Form A must be submitted to OSC as the contracting agency, and Form B must be submitted to OSC (as the contracting agency), the Department of Civil Service, and the Consultant Reporting Section of the Bureau of Contracts at OSC, at the addresses provided in these instructions.

**Form A, State Consultant Services – Contractor’s Planned Employment from Contract Start Date through the End of the Contract Term** and **Form B, State Consultant Services Contractor’s Annual Employment Report**, are attached to these instructions. Please see these instructions for further information regarding completion and submission of the forms.

**INSTRUCTIONS**

**FORM A:**

**Upon notification of contract award, use Form A, State Consultant Services Contractor’s Planned Employment From Contract Start Date Through the End of the Contract Term**, attached to these instructions, to report the necessary planned employment information prospectively from the start date through the end of the contract term. This is a one-time reporting requirement.

Complete **Form A** for contracts for consulting services in accordance with the following:

- **Employment category:** the specific occupation(s), as listed in the O\*NET occupational classification system, which best describe the employees anticipated to be providing services under the contract.  
(Note: Access the O\*NET database, which is available through the US Department of Labor’s Employment and Training Administration, on-line at [www.online.onetcenter.org](http://www.online.onetcenter.org) to find a list of occupations.)
- **Number of employees:** the total number of employees in the employment category anticipated to be employed to provide services under the contract, including part time employees and employees of subcontractors.
- **Number of hours to be worked:** the total number of hours anticipated be worked by the employees in the employment category.
- **Amount payable under the contract:** the total amount payable by the State to the State contractor under the contract, for work by the employees in the employment category, for services provided during the Report Period.

Submit completed **Form A** within 48 hours of notification of selection for award to OSC (as the contracting agency) at the address listed below.

## **INSTRUCTIONS**

### **FORM B:**

Use **Form B, State Consultant Services Contractor's Annual Employment Report**, attached to these Instructions, to report the annual employment information required by the statute. This form will capture historical information, detailing actual employment data for the most recently concluded State fiscal year (April 1 – March 31). Submit **Form B** to OSC (as the contracting Agency), the Department of Civil Service (DCS), and to the Consultant Reporting Section of the Bureau of Contracts at OSC at the addresses listed below.

Complete **Form B** for contracts for consulting services in accordance with the following:

- **Scope of Contract:** a general classification of the single category that best fits the predominate nature of the services provided under the contract.
- **Employment Category:** the specific occupation(s), as listed in the O\*NET occupational classification system, which best describe the employees providing services under the contract.

(Note: Access the O\*NET database, which is available through the US Department of Labor's Employment and Training Administration, on-line at [www.online.onetcenter.org](http://www.online.onetcenter.org) to find a list of occupations.)

- **Number of Employees:** the total number of employees in the employment category employed to provide services under the contract during the Report Period, including part time employees and employees of subcontractors.
- **Number of hours worked:** the total number of hours **worked** during the Report Period by the employees in the employment category.
- **Amount Payable under the Contract:** the total amount paid or payable by the State to the State contractor under the contract, for work by the employees in the employment category, for services provided during the Report Period.

**Submit the completed Form B annually by May 15<sup>th</sup> for each State fiscal year (or portion thereof) the contract is in effect, as follows:**

#### **To DOCCS (as the contracting Agency):**

By mail: Sandra Downey, Director of Budget & Finance  
NYS Department of Corrections & Community Supervision  
Harriman State Campus/Building #2  
1220 Washington Avenue  
Albany, NY 12226-2050

By email: [doccscontracts@doccs.ny.gov](mailto:doccscontracts@doccs.ny.gov)

#### **To the Consultant Reporting Section of the Bureau of Contracts at OSC:**

By mail: NYS Office of the State Comptroller  
Bureau of Contracts  
110 State Street, 11<sup>th</sup> Floor  
Albany, NY 12236

By fax: Attn: Consultant Reporting  
(518) 474-8030 or (518) 473-8808

#### **To DCS:**

By mail: NYS Department of Civil Service  
Alfred E. Smith Office Building  
Albany, NY 12239







## Attachment G

**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 enterprises program. The recommendations from the Disparity Study culminated in the enactment and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that DOCCS establishes goals for maximum feasible participation of New York State Certified minority- and women – owned business enterprises ("M/WBE") and the employment of minority groups 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 MBEs and WBEs). A contractor ("Contractor") on the subject contract ("Contract") must document "Good Faith Efforts" to provide meaningful participation by M/WBEs 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/WBEs can be viewed at: <http://www.esd.ny.gov/mwbe.html>. 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/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.

By submitting a bid or proposal, a bidder on the Contract (“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/WBEs 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/WBEs 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 20 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 an 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 15<sup>th</sup> 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 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 subcontractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

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



**NEW YORK STATE  
DEPARTMENT OF CORRECTIONS  
AND COMMUNITY SUPERVISION**

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

**SUBMIT WITH BID OR PROPOSAL**

<b>Solicitation No.:</b>	<b>Reporting Entity:</b> <input type="checkbox"/> Contractor <input type="checkbox"/> Subcontractor	Report includes Contractor's: <input type="checkbox"/> Contractor's workforce to be utilized on this contract <input type="checkbox"/> Contractor's total workforce <input type="checkbox"/> Subcontractor's workforce to be utilized on this contract <input type="checkbox"/> Subcontractor's total workforce
<b>Contractor/Subcontractor's Name:</b>		<b>Submit completed form to:</b> <b>NYS Dept. of Corrections and Community Supervision</b>
<b>Contractor/Subcontractor's Address:</b>		
<b>FEIN:</b>	<b>Telephone NO.:</b>	

Enter the total number of employees for each classification.

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

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

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

**Instructions for completing:**

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

**RACE/ETHNIC IDENTIFICATION**

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

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

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

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

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

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

**OTHER CATEGORIES**

- **DISABLED INDIVIDUAL** - Any person who:
  - Has a physical or mental impairment that substantially limits one or more major life activity (ies)
  - Has a record of such an impairment; or
  - Is regarded as having such impairment.
- **VETERAN** - An individual who served in the military during time of war.



**NEW YORK STATE  
DEPARTMENT OF CORRECTIONS  
AND COMMUNITY SUPERVISION**

**M/WBE UTILIZATION PLAN**

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

Contactor's Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City, State, Zip Code: \_\_\_\_\_

Federal Identification Number: \_\_\_\_\_  
 Solicitation/Contract Number: \_\_\_\_\_  
 Telephone Number: \_\_\_\_\_

Region/Location of Work: \_\_\_\_\_

M/WBE Goals in the Contract: MBE \_\_\_\_% WBE \_\_\_\_%

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

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

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

**NAME AND TITLE OF PREPARER (Print or Type):**  
 \_\_\_\_\_

**SUBMIT COMPLETED FORM TO:**  
 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](http://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](http://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

MWBE REQUEST FOR WAIVER FORM

<b>INSTRUCTIONS: SEE REVERSE FOR REQUIREMENTS AND DOCUMENT SUBMISSION INSTRUCTIONS.</b>	
<b>Offeror/Contractor Name:</b>	<b>Federal Identification No.:</b>
<b>Address:</b>	<b>Solicitation/Contract No.:</b>
<b>City, State, Zip Code:</b>	<b>M/WBE Goals: MBE      %      WBE      %</b>
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.	
<b>Contractor is requesting a:</b>	
1. <input type="checkbox"/> MBE Waiver – A waiver of the MBE Goal for this procurement is requested. <input type="checkbox"/> Total <input type="checkbox"/> Partial 2. <input type="checkbox"/> WBE Waiver – A waiver of the WBE Goal for this procurement is requested. <input type="checkbox"/> Total <input type="checkbox"/> Partial 3. <input type="checkbox"/> 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: _____	
<b>PREPARED BY (Signature):</b>	<b>Date:</b>
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.	<b>Telephone Number:</b>
	<b>Email Address:</b>
<b>Name and Title of Preparer (Printed or Typed):</b>	***** FOR AGENCY USE ONLY *****
<b>Submit with the bid or proposal or if submitting after award, submit to the MWBE Program Unit:</b>  <b>NYS Dept of Corrections and Community Supervision</b>	<b>REVIEWED BY:</b> _____ <b>DATE:</b> _____
	<b>Waiver Granted:</b> <input type="checkbox"/> YES <b>MBE:</b> <input type="checkbox"/> <b>WBE:</b> <input type="checkbox"/> <input type="checkbox"/> Total Waiver <input type="checkbox"/> Partial Waiver <input type="checkbox"/> ESD Certification Waiver <input type="checkbox"/> *Conditional <input type="checkbox"/> Notice of Deficiency Issued _____
	<b>*Comments:</b>

## 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.**