



STATE OF NEW YORK  
 EXECUTIVE DEPARTMENT  
**DIVISION OF PAROLE**  
 97 CENTRAL AVENUE  
 ALBANY, N.Y. 12206

FOR OFFICE USE ONLY

# INVITATION FOR BIDS

**IMPORTANT: SEE "NOTICE TO BIDDERS" CLAUSES HEREIN BIDS MUST BE SENT TO THE ABOVE ADDRESS (Fax or E-Mail Bid Submissions Are NOT Acceptable)**

<b>BID OPENING</b> DATE: 4/1/10 TIME: 12:00 Noon	<b>TITLE:</b> Hearing Reporter & Transcription Services
<b>INVITATION FOR BIDS NUMBER:</b> IFB 2010-01	<b>SPECIFICATION REFERENCE:</b>
	<b>ADDRESS INQUIRIES IN WRITING TO:</b> Barbara Farley Contract Management Unit E-mail address: <a href="mailto:contracts@parole.state.ny.us">contracts@parole.state.ny.us</a>

The bid must be fully and properly executed by an authorized person. By signing you certify your express authority to sign on behalf of yourself, your company, or other entity and full knowledge and acceptance of this INVITATION FOR BIDS, Appendix A (Standard Clauses For New York State Contracts), ST-220CA or TD Tax Disclosure, Vendor Responsibility Questionnaire, Workers' Compensation Requirements, and State Finance Law §139-j and §139-k (Procurement Lobbying), and that all information provided is complete, true and accurate. By signing, bidder affirms that it understands and agrees to comply with Division of Parole procedures relative to permissible contacts as required by State Finance Law §139-j (3) and §139-j (6) (b). Information may be accessed at: [www.tax.state.ny.us/pdf/2006/fillin/st/st220ca\\_606\\_fill\\_in.pdf](http://www.tax.state.ny.us/pdf/2006/fillin/st/st220ca_606_fill_in.pdf), [http://www.tax.state.ny.us/pdf/2007/fillin/st/st220td\\_507\\_fill\\_in.pdf](http://www.tax.state.ny.us/pdf/2007/fillin/st/st220td_507_fill_in.pdf), [http://www.osc.state.ny.us/vendrep/vrsystem\\_vendor\\_checklist.htm](http://www.osc.state.ny.us/vendrep/vrsystem_vendor_checklist.htm), <http://www.ogs.state.ny.us/aboutOgs/regulations/defaultAdvisoryCouncil.html>, <http://www.wcb.state.ny.us/content/main/Employers/busPermits.jsp>

<b>Name of Company Bidding:</b>		<b>Bidder's Federal Tax Identification No.:</b>	
Street	City	State	Zip County
If you are not bidding, place an "x" in the box and return this page only.			
<input type="checkbox"/> WE ARE UNABLE TO BID AT THIS TIME BECAUSE _____			
<b>Bidder's Signature:</b>		<b>Printed or Typed Name:</b>	
<b>Title:</b>		<b>Date:</b>	
Phone : ( ) - ext ( )	Toll Free Phone : ( ) - ext ( )		
Fax : ( ) - ext ( )	Toll Free Fax : ( ) - ext ( )		
<b>E-mail Address:</b>		<b>Company Web Site:</b>	

**NYS DIVISION OF PAROLE**  
**INVITATION FOR BID 2010-01**  
**HEARING REPORTER & TRANSCRIPTION SERVICES**

**TABLE OF CONTENTS**

I. Purpose .....	3
II. Scope of Services Required .....	3, 4, 5
III. Financial .....	5, 6
IV. Geographical Breakdown of Services Required .....	6, 7
V. Other Requirements .....	7, 8, 9
VI. Stipulations .....	9, 10
VII. Method of Award and Evaluation .....	10
VIII. Bidder's Proposal Checklist .....	11
IX. Applicable Due Dates .....	11
X. Questionnaire Pages .....	12, 13
XI. General Information .....	14, 15
XII. Definitions .....	16

- Attachment A - Standard Clauses
- Attachment B - Transcript Samples
- Attachment C - Cost Sheet
- Attachment D - Catchment Area Map
- Attachment E - Facility, County Jail & Area Office Listings
- Attachment F - Legal Forms
- Attachment G - MWBE Forms
- Attachment H - Non-Disclosure Agreement

**NYS DIVISION OF PAROLE  
INVITATION FOR BID 2010-01**

**HEARING REPORTER AND TRANSCRIPTION SERVICES**

**I. Purpose**

This document is an Invitation for Bid (IFB) to provide the New York State Division of Parole (DOP) with hearing reporter services as described herein. The services required will be at Parole Board release interview(s) aka "Boards" and Rescission hearing(s) (typically held at State Correctional facilities or video-conferenced at Area Offices), Parole Revocation hearings (held primarily at county jails), Medical Parole Board interviews (held primarily at hospitals/medical facilities), and the transcription of Victim Impact statements (held primarily in Area Offices). Vendors must be able to cover all of these services in a Catchment area.

The services required include the provision of a hearing reporter to record a verbatim record of the proceedings, utilizing steno machine technology only, at the release interviews, rescission and revocation hearings, and Victim Impact statements, and the timely provision (described in Section II, Scope of Services) of the electronic transcript. In addition, Vendors may be asked, at the discretion of the Division of Parole, to transcribe hearings that are being video-conferenced to another location (Pg. 6, IV. Vendors are 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 DOP approval, one vendor will be responsible for purposes of contract compliance.

The contracts awarded per this IFB will be for a period of five-years commencing May 1, 2010 and ending April 30, 2015.

**II. Scope of Services Required**

- A. All verbatim records from release interviews, revocation and rescission hearings and Victim Impact statements must be certified and electronically received by the Division of Parole **within ten (10) business days** from the date of the hearing/interview.
- B. On a special basis, as determined by the Division of Parole, such certified electronic transcripts will need to be "**expedited**" and provided to the Division **within three (3) business days** from the date of the hearing/interview.
- C. Failure to meet required delivery times as stated in A & B above will result in a reduction in payments of 5% for every day late.
- D. Transcript Format (see sample transcript – Attachment B)
  - 1. A page 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 numbered lines per page, with the numbers printed outside and adjacent to the left margin of each reporting page. The twenty-five line requirement must not include the "heading line", which serves to identify the inmate or parolee who is the subject of the interview or hearing, or the "footer line" which identifies the Vendor's name and phone number. The only exception to the twenty-five line minimum requirement will be the cover page, decision page, closing page, and certification page, which can contain fewer than twenty-five lines.
  6. Transcript pages must **NOT** contain borders or frames.
  7. Each page, excluding the cover page, must have a header and footer as seen in the samples attached. All headers must include inmate/parolee name, NYSID and DIN #s, and page number. The footer must contain the name of the hearing reporter company 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 page (see Attachment B).
  9. The Certification page must be a separate page and include the inmate/parolee name, NYSID and DIN #'s at the top, number of pages included, and the date signed by the stenographer. Electronic signatures are acceptable on the Certification page (see Attachment B).
  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.
- E. All transcripts must be proof read by the reporter taking the testimony to ensure complete accuracy. Any corrections to completed transcripts must be at the expense of the Vendor. 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 Vendor transcripts continue to contain errors from the same reporter, DOP will ask Vendor to remove said reporter from DOP schedules.
- F. Vendor must be able to comply with submission of electronic transcripts in the following manner:
1. Individual transcripts must be electronically submitted 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.
  2. Grouped files will be sent to Parole using Secured File Transfer Protocol (SFTP) or other encryption methods as specified by Parole. The Internet Provider (IP) address of Parole's server and a user id and password will be provided to awarded Vendors. Awarded Vendors will be required to provide and set up their own SFTP client software.
  3. Sending the files from a fixed IP address is preferred but not required.

- G. Vendor must have at least one (1) reporter available to cover short-notice schedule changes. Short-notice is considered notification of a change within a 24-hour period. Schedule changes may occur several times throughout the year.
- H. Vendors must ensure reporters will arrive at the scheduled proceeding a minimum of ten (10) minutes prior to start time.
- I. Vendor 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, DOP 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.
- J. Vendor must be aware of the official State holiday schedule. The 2010 schedule is outlined below:

MONTH	DATE	DAY OF WEEK	LEGAL HOLIDAY
JANUARY	1	Friday	New Year's Day
	18	Monday	Dr. Martin Luther King, Jr. Day
FEBRUARY	12	Friday	Lincoln's Birthday (a)
	15	Monday	Washington's Birthday (observed)
MAY	31	Monday	Memorial Day
JULY	4	Sunday	Independence Day (b)
SEPTEMBER	6	Monday	Labor Day
OCTOBER	11	Monday	Columbus Day
NOVEMBER	2	Tuesday	Election Day (c)
	11	Thursday	Veterans' Day
DECEMBER	25	Thursday	Thanksgiving Day
	25	Saturday	Christmas Day

- (a) The State has designated Lincoln's Birthday as a floating holiday in 2010 for State employees in certain bargaining units.
- (b) Under the Attendance Rules when a holiday falls on a Sunday it is observed on the following Monday.
- (c) Election Day has been designated as a floating holiday in the past. We have not yet received notice that it will be a floating holiday in 2010.

Upon request, DOP will provide yearly State holiday calendars to awarded Vendors.

### III. Financial

#### A. Billing

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

Inmate/Parolee	Type of	# of
<u>Name</u>	<u>Hearing</u>	<u>Pages</u>
<u>NYSID #</u>	<u>DIN #</u>	
	<u>Date</u>	<u>Location</u>

**Electronic transcripts must be accompanied by an electronic copy of the invoice(s) and voucher(s) within (ten) 10-business days in order for Vendor not to incur late fees. Original invoice(s) and voucher(s) must be forwarded to the Parole Transcription**

---

**Administration Unit, 10 N Russell Road, Albany, NY 12206 for prompt payment. Payment will not be processed without receipt of an original invoice(s) and voucher(s).**

2. Payment for invoices submitted by the Vendor shall only be rendered electronically unless payment by paper check is expressly authorized by the Chairwoman, in the Chairwoman's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Vendor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at [www.osc.state.ny.us/epay/index.htm](http://www.osc.state.ny.us/epay/index.htm), by email at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us) or by telephone 518-474-4032. **Vendor acknowledges that it will not receive payment on any invoices submitted under this contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Chairwoman has expressly authorized by paper check as set forth above.**
3. The Division reserves the right to adjust amounts contained in vouchers which have been submitted by Vendors who, 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 II). Vouchers will be adjusted by the per page price.

#### B. Cost

1. 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 Vendors are required to cover hearing(s) that for some reason are not held, or result in a transcript of less than 20 pages (with the exception of Board interview transcripts), they 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 it as part of the proposal.
2. DOP reserves the right to request that the transcriber review his/her notes for accuracy at no charge.

#### IV. Geographic Breakdown of Services Required

The services required are located in eleven geographic areas. The listing below illustrates which counties are in each Catchment Area and the estimated annual volume of pages. The estimated volume was based on an analysis of historical data from the previous five-year contract period. It is the Division's intention to award one contract for each of the areas. Catchment Areas for purposes of the following are defined as the county that the Board of Parole begins its hearings.

If the Board Members on a particular day or days cross into another Catchment Area, the Hearing Reporter who started with the Board Members will stay with them as they move into a different Catchment Area. The price paid for the hearing will be based on the Catchment Area where the hearing initiated. DOP 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 Vendor servicing the hearings being moved has the right to first refusal. Vendors will be notified at least two-weeks in advance of such changes. DOP has made video-conferencing schedule changes at least twice in the last year.

As described on Pg. 16, DOP expects that the Vendor (not necessarily the same stenographer) will begin the Board and will complete all interviews for the remaining days.

For example:

If Vendor X is currently scheduled to transcribe at Facility A in Catchment Area 1, and given notice that the Board interviews are going to be video-conferenced at an Area Office in Catchment Area 2, Vendor X has the choice of moving with the Board Members to Catchment Area 2, or giving up the Board interviews to Vendor Y covering Catchment Area 2.

#### CATCHMENT AREAS

Catchment Area 1:	Niagara, Erie, Chautauqua, Cattaraugus, Allegany Buffalo Area Office/Niagara Falls Area Office Estimated Number of Pages Typed: 35,000 - 55,000
Catchment Area 2:	Orleans, Monroe, Wayne, Genesee, Wyoming, Livingston, Ontario Rochester 1 and 2 Area Offices Estimated Number of Pages Typed: 25,000 - 50,000
Catchment Area 3:	Steuben, Yates, Schuyler, Tompkins, Chemung, Tioga, Broome, Delaware Elmira Area Office/Binghamton Area Office Estimated Number of Pages Typed: 5,000 - 20,000
Catchment Area 4:	Jefferson, Lewis, St. Lawrence, Hamilton, Franklin, Clinton, Essex Watertown Area Office/Clinton Sub-Office Estimated Number of Pages Typed: 25,000 - 50,000
Catchment Area 5:	Oswego, Seneca, Cayuga, Onondaga, Cortland, Madison, Chenango Syracuse Area Office Estimated Number of Pages Typed: 15,000- 35,000
Catchment Area 6:	Oneida, Herkimer, Otsego, Fulton, Montgomery Utica Area Office Estimated Number of Pages Typed: 25,000 - 50,000
Catchment Area 7:	Warren, Saratoga, Washington, Schenectady, Schoharie, Albany, Rensselaer, Greene, Columbia Albany Area Office/Northeast Area Office Estimated Number of Pages Typed: 50,000 - 80,000
Catchment Area 8:	Sullivan, Ulster, Estimated Number of Pages Typed: 5,000 - 25,000
Catchment Area 9:	Dutchess, Orange, Putnam, Rockland, Westchester Peekskill Area Office/Poughkeepsie Area Office Estimated Number of Pages Typed: 5,000 - 25,000
Catchment Area 10:	New York, Bronx, Richmond, Kings, Queens All New York City Area Offices Estimated Number of Pages Typed: 40,000 - 70,000
Catchment Area 11:	Nassau, Suffolk Nassau/Suffolk/Central L.I. Area Offices Estimated Number of Pages Typed: 15,000 - 30,000

DOP does not guarantee the number of pages typed in any Catchment area.

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

Please note that release interviews and rescission hearings are held at correctional facilities, revocation hearings are held at Rikers Island in Catchment Area 10, and Victim Impact statements are presently held in Albany, Buffalo and New York City Parole offices. A listing of Facilities, County Jails and DOP Offices, and their corresponding Catchment Areas, is attached for reference purposes only and is subject to change (see Attachment E). Attachment E also references Board

---

interviews that are currently covered by DOP Verbatim Reporters. The scheduling of the DOP Verbatim Reporters is subject to change to meet the needs of the Agency.

**V. Other Requirements**

- A. All transcripts and associated notes are the property of the Division of Parole. No other party can receive a copy of a transcript without prior DOP clearance. Any entity requesting a copy of a transcript must be referred to the Division of Parole Counsel's Office.
- B. Vendor must designate a specific individual, by name or title, which will be responsible for total management of the DOP account. The specified individual **must** be available by phone during the hours of 8:00am to 5:30pm. If DOP is not able to reach the specified individual or does not receive a return call from the individual or designee within 1 hour of DOP's call, DOP has the right to schedule alternate reporters to meet the needs of the Agency.
- C. Vendor must agree to protect DOP transcripts and related information from unauthorized use or disclosure (see Attachment H – Non-Disclosure Agreement).
- D. Proposals should be prepared in a simple, concise manner, indicating the transcription Vendor's ability to meet the requirements set forth in the IFB.
- E. Vendor must submit an original signed proposal plus three (3) copies.
- F. Proposals should include the location of the bidder's offices, annual transcription volume, and number of employees, available business hours and days, and any other additional information that may be useful.
- G. Proposals must include electronic capabilities as outlined in Section II, Scope.
- H. Proposals should include a list of current clients. Please state in detail your experience with legal transcriptions.
- I. The successful Vendor will be required to retain possession and reproduce the transcript of notes related to all interview hearings for a period of six years from the date of the hearing.
- J. Parole will identify a contact for every Vendor and will specify procedures for the notification of Vendors when a court reporter is required at the correctional facility, county jail or other location.
- K. Vendor should attach a copy of your organization's Certificate of Incorporation and all amendments hereto. If there is no Certificate of Incorporation, please attach a brief statement to that effect, including a brief description of the reason why none exists and a brief description of the nature of your organization, including the legal name of your organization and its principal place of business.
- L. If you are proposing to meet the terms of this IFB through formulation of a consortium or by subcontracting with other transcription providers, you must include information about these companies in your response to IFB items. Vendor agrees that it shall be solely responsible for the performance of all duties contained in this IFB, including the duties relative to the quality of transcription services as specified in Section II. Should Vendor elect to engage agent(s) or subcontractor(s) to assist in the performance of such duties, Vendor shall be fully responsible for all acts or omissions of said agent(s) or subcontractor(s). Subcontracting is subject to DOP approval.

- M. Subject to the requirements of Article 15-A of the Executive Law, and based on Vendor availability, the Division of Parole has established regional goals for this contract. For the Catchment Areas a goal of 5% participation of total dollar value of this agreement by certified Minority-Business Enterprises (MBE's) as subcontracts and suppliers on this project for the provision of services and materials and 4% participation of the total dollar value of this agreement by Certified Women-Owned Business Enterprises (WBE's). These percentages are not set asides or quotas, but are only targets. The Contractor/Vendor must also submit a brief description of how MBE/WBE goals will be met. The selected bidder should be prepared to submit a MWBE Utilization Plan (see Attachment G), which meets the above goal percentages. The Division's Affirmative Action Office will assist the bidder in identifying certified MWBE firms within the bidder's geographic area. It is understood that the contract will require monthly reports to be provided by the Vendor indicating success or lack thereof in meeting these goals. A sample MWBE Utilization Plan (MWBE1) is included. **You do not have to submit this form with your proposal.** The MWBE Utilization Plan is only required of the selected bidder. **Please complete Pages 12 & 13 of this IFB.**
- N. In accordance with Section 312 of Executive Law; Article 15-A, EEO (Equal Employment Opportunity) regulations mandate that all Vendors and/or subcontractors as a precondition to entering into a valid and binding state contract shall agree: not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action. The Vendor and/or subcontractor shall also submit a Staffing Plan (see Attachment G) of the anticipated work force to be utilized on the contract, and an EEO Policy Statement (see Attachment G).

## VI. Stipulations

- A. The application cover sheet shall be signed by an individual that is authorized to bind the applicant and shall constitute a firm offer by the applicant for a minimum period of 180-days after proposal submission. The proposal shall serve as the basis for the contract with successful applicant.
- B. The Vendor must be prepared to comply with the standard provisions, which are set forth in the attached Attachment A (Standard Clauses).
- C. The Vendor must state if they conduct business in Northern Ireland and if so, that they comply with the McBride Principles for the conducting of business by American companies in that province. (See page 11).
- D. The Vendor must comply with State Finance Law §139j and §139k, Worker's Compensation Insurance, Vendor Responsibility Questionnaire, and Tax Certification (Attachment F).
- E. Issuance of this IFB does not commit the DOP to award a contract or to pay any costs involved in preparation of proposals. All proposals are submitted at the sole responsibility of the applicant.
- F. The DOP reserves the right to:
1. Amend IFB specifications to correct errors or oversights, and to supply additional information as it becomes available. All applicants who have received this IFB will be supplied with all amendments or additional information issued.
  2. Make typographical corrections to proposals, with the written concurrence of the applicant.
  3. Correct computational errors with the written concurrence of the applicant.

4. Change any of the scheduled dates stated herein with written notice to all applicants who have received this IFB.
5. Disqualify proposals that fail to meet requirements set forth in this IFB.
6. Amend, modify, or withdraw this IFB at any time and without notice to or liability to any applicant or other parties for expenses incurred in preparation of a proposal.
7. Waive a mandatory requirement if unmet by all providers.
8. Not proceed with an award.
9. Cancel this IFB at any time when it is fiscally advantageous or otherwise in the best interest of the State to do so.
10. Reject any and all proposals received in response to the IFB.
11. Negotiate with Vendor regarding this IFB within the IFB requirements to serve the best interest of the State.

**VII. Method of Award and Evaluation**

The Division of Parole intends to award one contract per Catchment area to the lowest grand total cost responsive and responsible vendor.

Please complete the attached Cost Sheet (Attachment C).

SAMPLE:

Catchment Area 1	Price	Estimated Usage Pages	Totals
\$/page (10-day)	\$ _____	45,000	\$ _____
\$/page (3-day)	\$ _____	2,500	\$ _____
		Grand Total Catchment Area 1	\$ _____
Catchment Area 2	Price	Estimated Usage Pages	Totals
\$/page (10-day)	\$ _____	35,000	\$ _____
\$/page (3-day)	\$ _____	2,500	\$ _____
		Grand Total Catchment Area 2	\$ _____

Volumes are estimates only and are not guaranteed.

If two offers are found to be equivalent, the lowest total Price per Page for 10-day turnaround shall be the basis for determining the award recipient. If the 10-day turnaround offer is found to be equivalent, then the Vendor with the longest number of years in the transcribing business shall be the basis for determining the award recipient.

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 DOP 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.

### VIII. Bidder's Proposal Checklist

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

Does the proposal include?

- ✓ Completed and signed IFB Cover Sheet;
- ✓ Proposal original plus three (3) copies;
- ✓ Document security measures;
- ✓ Location of office, annual volume, number of employees, business hours/days, electronic submission capabilities and other additional information;
- ✓ List of current clients;
- ✓ Certificate of Incorporation;
- ✓ Sub-contracting requirements, if applicable;
- ✓ Completed Attachment C Cost Sheet
- ✓ Completed Pages 12 & 13 of the IFB;
- ✓ Completed attached Legal Requirement Forms (Attachment F);
  - State Finance Law §139j and §139k
  - Worker's Compensation Insurance
  - Vendor Responsibility Questionnaire
  - Tax Certification
- ✓ Non-Disclosure Agreement (Attachment H);
- ✓ Signed copy of questions and answers, if applicable.

### IX. Applicable Due Date

Proposals must be received no later than **12:00 Noon on April 1, 2010**. No electronic copies will be accepted. All questions seeking clarification of the IFB must be submitted in writing to [contracts@parole.state.ny.us](mailto:contracts@parole.state.ny.us), by **March 24, 2010, c.o.b.** Answers to all questions will be available on Parole's website on March 25, 2010. **Please be sure to sign a copy of the questions and answers and include it with your bid submission.**

Proposals should be received by the due date with one original plus three (3) copies in a sealed envelope marked "**Proposal for IFB 2010-01**". Proposals should be delivered to the following address:

NYS Division of Parole  
Contract Management Unit  
**Invitation for Bid 2010-01**  
97 Central Avenue  
Albany, NY 12206

X. Questionnaires

PLEASE USE BLACK INK OR TYPEWRITER WHEN PREPARING YOUR BID. BE SURE YOU HAVE INSERTED YOUR COMPANY'S NAME IN THE BOX

⇒ ⇒ ⇒ ⇒ ⇒ ⇒

Bidder

Comply with the standard provisions in the attached Appendix A.

\_\_\_\_\_ YES \_\_\_\_\_ NO

Comply with MWBE requirements Appendix E - Forms to be completed upon award notification

\_\_\_\_\_ YES \_\_\_\_\_ NO

"NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND:

MacBRIDE FAIR EMPLOYMENT PRINCIPLES"

In accordance with Section 165 of the State Finance Law, the bidder, by submission of this bid, certifies that it or any individual or legal entity in which the bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the bidder, either:

(Answer Yes or No to one or both of the following, as applicable),

A. have business operations in Northern Ireland:

\_\_\_\_\_ YES \_\_\_\_\_ NO

If yes,

B. shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to non-discrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of compliance with such Principles.

\_\_\_\_\_ YES \_\_\_\_\_ NO

PLEASE USE BLACK INK OR TYPEWRITER WHEN PREPARING YOUR BID. BE SURE YOU HAVE INSERTED YOUR COMPANY'S NAME IN THE BOX

⇒ ⇒ ⇒ ⇒ ⇒ ⇒

Bidder

**BIDDERS PLEASE ANSWER THE FOLLOWING QUESTIONS:**

- 1. Is your company a Minority or Women-Owned Business Enterprise, certified in accordance with Article 15A of the New York State Executive Law as defined below?
- 2. Is your company listed in the Empire State Development Directory of Certified Minority and Women Owned Businesses?

[http://www.empire.state.ny.us/Small\\_and\\_Growing\\_Businesses/mwbe.asp](http://www.empire.state.ny.us/Small_and_Growing_Businesses/mwbe.asp)

NOTE: Contractors certified **and** listed in the Empire State Development's Directory of Certified Minority and Women-Owned Business Enterprises\* will be identified by OGS as MBEs and/or WBEs in the OGS Contract Award Notification upon award of the contract.

\*For further information and or application please contact New York State Department of Economic Development, Division of Minority and Women-Owned Business Enterprise at 518-292-5250 (Albany) or 212-803-2414 (New York City).

"Minority or Women-Owned Business Enterprise" shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is:

- (a) at least fifty-one percent owned and controlled by the minority members and/or women;
- (b) an enterprise in which such minority and/or women ownership interest is real, substantial and continuing;
- (c) an enterprise in which such minority and/or women ownership has and exercises the authority to independently control the day-to-day business decisions; and
- (d) an enterprise independently owned, operated and authorized to do business in New York State.

- 3. Is your company a New York Small Business Concern as defined in accordance with Article 11 of the New York State Finance Law?

"Small Business Concern" means a business which:

- (a) is resident in New York State;
- (b) is independently owned and operated;
- (c) is not dominant in its field; and,
- (d) employs one hundred or fewer persons.

\_\_\_\_\_ YES \_\_\_\_\_ NO

\_\_\_\_\_ YES \_\_\_\_\_ NO

- MINORITY-OWNED
- WOMEN-OWNED
- MINORITY & WOMEN-OWNED

\_\_\_\_\_ YES \_\_\_\_\_ NO

## **XI. General Information**

**IMPORTANT NOTICE TO POTENTIAL BIDDERS:** Receipt of bid documents does not indicate that the Division of Parole has pre-determined your company's qualifications to receive a contract award. Such determination will be made after the bid opening and will be based on our evaluation of your bid submission compared to the specific requirements and qualifications contained in these bid documents.

### **NON-COLLUSIVE BIDDING CERTIFICATION:**

**(Reference: State Finance Law Section 139-d and Appendix A, Clause 7)**

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition.

### **PROCUREMENT LOBBYING TERMINATION:**

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

### **SUMMARY OF POLICY AND PROHIBITIONS ON PROCUREMENT LOBBYING:**

Pursuant to State Finance Law §§139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between Parole 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 Parole 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. Parole 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.state.ny.us/aboutOgs/regulations/defaultAdvisoryCouncil.html>

### **APPENDIX A:**

Appendix A, Standard Clauses For New York State Contracts, dated June 2006, attached hereto, is hereby expressly made a part of this Bid Document as fully as if set forth at length herein. **Please retain this document for future reference.**

### **NYS STANDARD VENDOR RESPONSIBILITY QUESTIONNAIRE:**

Bidder agrees to fully and accurately complete the NYS Standard Vendor Responsibility Questionnaire (hereinafter 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 in making that determination. 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, Parole may terminate the Contract by providing ten (10) days written notification to the Contractor. 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.

**ELECTRONIC PAYMENT REQUIREMENT:**

Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Chairwoman, in the Chairwoman'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 Comptroller's website at [www.osc.state.ny.us/epay/index.htm](http://www.osc.state.ny.us/epay/index.htm), by email at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us) or by telephone 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 Chairwoman has expressly authorized by paper check as set forth above.

**TAX LAW § 5-A:**

Tax Law § 5-a, is effective with all solicitations to purchase issued by covered agencies on or after January 1, 2005. It applies to contracts where (1) the total amount of such persons' sales delivered into New York State are in excess of \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made, and with respect to any affiliates, subcontractors, or affiliates of subcontractors whose sales delivered into New York State exceeded \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made, and (2) the contracts or agreements with state agencies or public authorities for the sale of commodities or services have a value in excess of \$15,000. This law imposes upon certain contractors the obligation to certify whether or not the contractor, its affiliates, its subcontractors and affiliates of the subcontractors are required to register to collect state sales and compensating use tax. Where required to register, the contractor must also certify that it is, in fact, registered with the Department of Taxation and Finance (DTF). The law prohibits the Comptroller, or other approving agency, from approving a contract awarded to a vendor meeting the registration requirements but who is not so registered in accordance with the law.

Contractor certification forms and instructions for completing the forms are attached to this bid. Proposed contractors should complete forms and return with bid submission. Bidders shall take the necessary steps to provide properly certified forms, within a timely manner to ensure compliance with the law.

Vendors may call the Tax Department at 1-800- 972-1233 for any and all questions relating to Tax Law § 5-a and relating to a company's registration status with the Tax Department. For additional information and frequently asked questions, please refer to the Department of Tax and Finance web site: [http://www.nystax.gov/sbc/nys\\_contractors.html](http://www.nystax.gov/sbc/nys_contractors.html).

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

**FREEDOM OF INFORMATION LAW:**

During the evaluation process, the content of each bid/proposal will be held in confidence and details of any bid/proposal 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/PROPOSAL CONTAINS ANY SUCH TRADE SECRETS OR OTHER CONFIDENTIAL OR PROPRIETARY INFORMATION, YOU MUST SUBMIT A REQUEST TO EXCEPT SUCH INFORMATION FROM DISCLOSURE. SUCH REQUEST MUST BE IN WRITING, MUST STATE THE REASONS WHY THE INFORMATION SHOULD BE ACCEPTED FROM DISCLOSURE AND MUST BE PROVIDED AT THE TIME OF SUBMISSION OF THE SUBJECT INFORMATION. REQUESTS FOR EXEMPTION OF THE ENTIRE CONTENTS OF A BID/PROPOSAL 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.**

---

## XII. 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 the Division of Parole. It is expected that the Vendor (not necessarily the same stenographer) will begin the Board and will complete all interviews for the remaining days. It is the responsibility of the Vendor to find a replacement in the event that the Vendor cannot attend the Board interviews for a certain day or days.

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

**Rescission Hearings** – Occasionally, the Board Members may decide to rescind the release of an inmate. When this occurs, a contested hearing will be held at the correctional facility. 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 parolee is in the process of having his or her parole revoked, a preliminary hearing may be held if one is requested to determine if there is probable cause. This takes place before a Hearing Officer at the local jail where the inmate is held. These 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 parolee 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 Vendor (not necessarily the same stenographer) will continue with the revocation hearing even if it is adjourned to a later date.

**Victim Impact Statements** –Victims of violent crimes or their remaining family members, request to meet with Board Commissioners to discuss the impact that the crime that was committed has had upon them. These 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. Said interview typically takes no more than two hours.

**ATTACHMENT A**

Standard Clauses for All NYS Contracts

**APPENDIX A**

**STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS**

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

## **TABLE OF CONTENTS**

1. Executory Clause
2. Non-Assignment Clause
3. Comptroller's Approval
4. Workers' Compensation Benefits
5. Non-Discrimination Requirements
6. Wage and Hours Provisions
7. Non-Collusive Bidding Certification
8. International Boycott Prohibition
9. Set-Off Rights
10. Records
11. Identifying Information and Privacy Notification
12. Equal Employment Opportunities For Minorities and Women
13. Conflicting Terms
14. Governing Law
15. Late Payment
16. No Arbitration
17. Service of Process
18. Prohibition on Purchase of Tropical Hardwoods
19. MacBride Fair Employment Principles
20. Omnibus Procurement Act of 1992
21. Reciprocity and Sanctions Provisions
22. Purchases of Apparel

**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 previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment 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).
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.
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) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, 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 New York State's Central Accounting System by the Director of Accounting Operations, 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, 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:

(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, 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; or (iii) banking services, insurance policies or the sale of securities. 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 Governor's Office 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 State Finance Law §165. (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  
30 South Pearl St -- 7<sup>th</sup> Floor  
Albany, New York 12245  
Telephone: 518-292-5220  
Fax: 518-292-5884  
<http://www.empire.state.ny.us>

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  
30 South Pearl St -- 2nd Floor  
Albany, New York 12245  
Telephone: 518-292-5250  
Fax: 518-292-5803  
<http://www.empire.state.ny.us>

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. PURCHASES OF APPAREL.** In accordance with State Finance Law 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that: (i) such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hours laws and workplace safety laws, and (ii) vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized by the bidder.

THIS PAGE IS INTENTIONALLY LEFT BLANK

**NON-COLLUSIVE BIDDING CERTIFICATION REQUIRED BY  
SECTION 139-D OF THE STATE FINANCE LAW**

SECTION 139-D, Statement of Non-Collusion in bids to the State:

**BY SUBMISSION OF THIS BID, BIDDER AND EACH PERSON SIGNING ON BEHALF OF BIDDER CERTIFIES, AND IN THE CASE OF JOINT BID, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OF PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:**

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

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

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

**A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WHERE [1], [2], [3] ABOVE HAVE NOT BEEN COMPLIED WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FOREGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:**

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT.]

Subscribed to under penalty of perjury under the laws of the State of New York, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ as the act and deed of said corporation of partnership.

**IF BIDDER(S) (ARE) A PARTNERSHIP, COMPLETE THE FOLLOWING:**

**NAMES OF PARTNERS OR PRINCIPALS**

**LEGAL RESIDENCE**

---

---

---

---

---

---

---

---

**IF BIDDER(S) (ARE) A CORPORATION, COMPLETE THE FOLLOWING:**

**NAME**

**LEGAL RESIDENCE**

**President:**

**Secretary:**

**Treasurer:**

**President:**

**Secretary:**

**Treasurer:**

---

---

---

---

---

---

---

Exhibit 1 Non-Collusive Bidding Certification-3

**Identifying Data**

Potential Contractor \_\_\_\_\_

Address \_\_\_\_\_

Street

\_\_\_\_\_  
City, Town, etc.

Telephone \_\_\_\_\_

Title \_\_\_\_\_

If applicable, Responsible Corporate Officer

Name \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Joint or combined bids by companies or firms must be certified on behalf of each participant.

\_\_\_\_\_  
Legal name of person, firm or corporation

\_\_\_\_\_  
Legal name of person, firm or corporation

By \_\_\_\_\_

Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Address \_\_\_\_\_

Street

Address \_\_\_\_\_

Street

\_\_\_\_\_  
City State

\_\_\_\_\_  
City State

**ATTACHMENT B**

TRANSCRIPT SAMPLES

STATE OF NEW YORK  
EXECUTIVE DEPARTMENT  
DIVISION OF PAROLE

\*\*\*\*\*

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  
DIVISION OF PAROLE

\*\*\*\*\*

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

\*\*\*\*\*

TYPE OF HEARING: Reappearance  
LOCATION: Southport C.F.

Video-conferenced to  
Rochester Parole Office  
350 South Avenue  
Wherever, NY 12345

DATE: January 12, 2010

BEFORE: COMMISSIONER ROSS  
COMMISSIONER SMITH

ALSO PRESENT: Sam Holmes, Facility Parole Officer I  
Elaine Harris, Facility Parole Officer II

HEARING REPORTER: Jane Doe

STATE OF NEW YORK  
EXECUTIVE DEPARTMENT  
DIVISION OF PAROLE

\*\*\*\*\*

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  
DIVISION OF PAROLE

\*\*\*\*\*

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  
8 appearance 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 2nd?

14 A Yes, sir.

15 Q You were on parole at the time about 14 months from a 2002 Burglary 3rd, 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. Can you give us a clue of what that might have been, "with the wrong  
25 crowd"? I don't know what that means.

1 A I like money, so you know, some dude was like hey, do this with me and I'll pay you and

2 I was like, go ahead, whatever. I did it with him. He got caught and –

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

4 A No, I was on regular parole.

5 Q I have no further questions. Do you have anything else you care to discuss with us today,

6 Mr. Doe?

7 A No, thank you.

8 COMM. SMITH: Commissioners, any questions?

9 COMM. BROWN: No questions.

10 COMM. JONES: No questions, thank you.

11 COMMISSIONER SMITH:

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

13 HEARING CONCLUDED

14

15

16

17

18

19

20

21

22

23

24

25



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

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

\_\_\_\_\_  
Jane Doe, Court Reporter

**ATTACHMENT C**

**COST SHEET**

NYS Division of Parole  
IFB 2010-01 Hearing Reporter & Transcription Services

APPENDIX C  
COST SHEET

Bidder's Name: \_\_\_\_\_

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

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

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

Catchment Area 4	Price Per Page	Estimated Pages	Total
\$/page (10-day)	\$ _____	x 25,000	\$ _____
\$/page (3-day)	\$ _____	x 2,500	\$ _____
<b>Grand Total Catchment Area 4</b>			\$ _____

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

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

NYS Division of Parole  
IFB 2010-01 Hearing Reporter & Transcription Services

APPENDIX C  
COST SHEET

Bidder's Name: \_\_\_\_\_

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

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

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

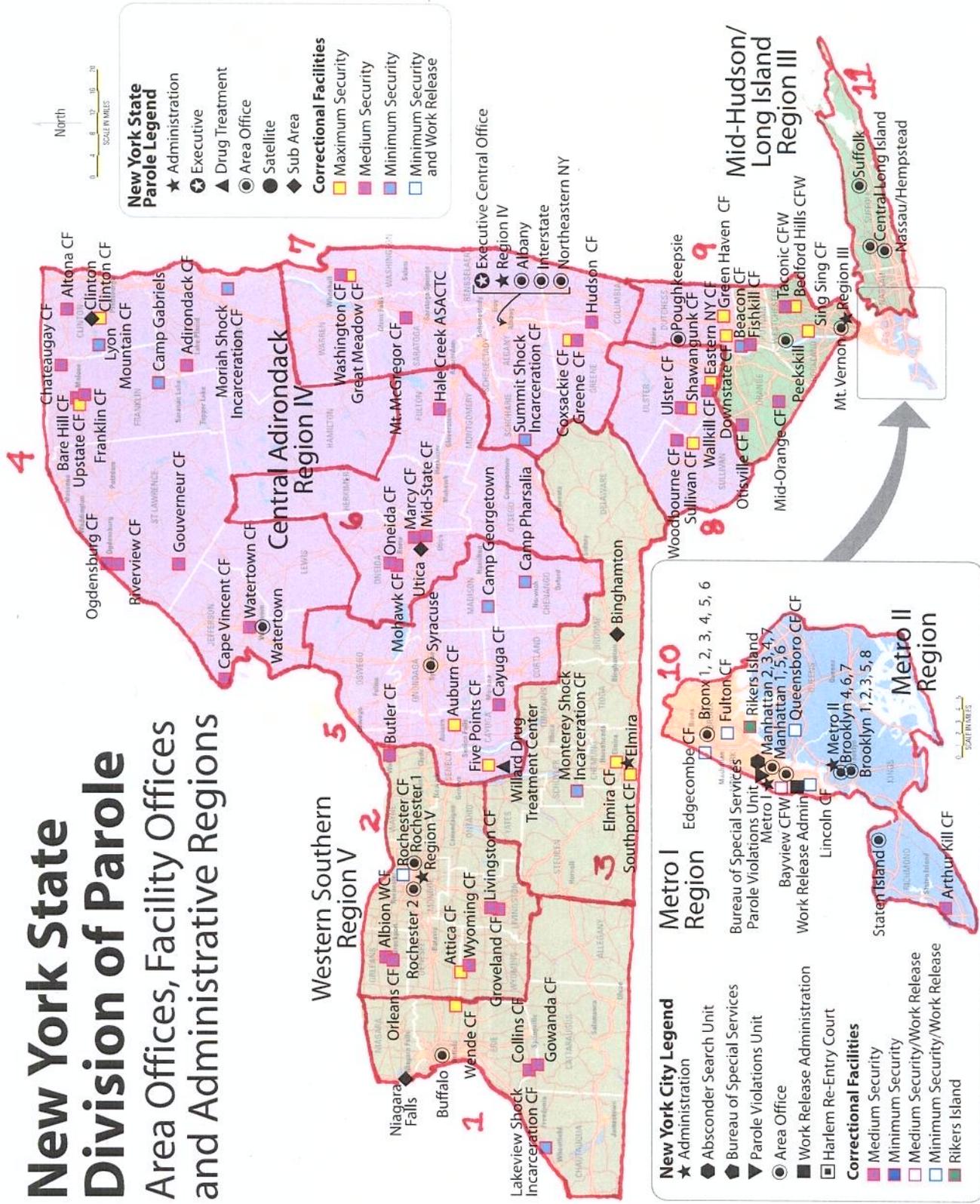
Catchment Area 10	Price Per Page	Estimated Pages	Total
\$/page (10-day)	\$ _____	x 60,000	\$ _____
\$/page (3-day)	\$ _____	x 2,500	\$ _____
<b>Grand Total Catchment Area 10</b>			\$ _____

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

**ATTACHMENT D**

CATCHMENT AREA MAP

# New York State Division of Parole Area Offices, Facility Offices and Administrative Regions



**ATTACHMENT E**

FACILITY LISTING  
COUNTY JAIL LISTING  
AREA OFFICE LISTING

NYS Division of Parole  
 IFB 2010-01 Hearing Reporter Transcription Services

ATTACHMENT E

BOARD INTERVIEW FACILITY LISTING

CATCHMENT AREA	COUNTY	BOARD SCHEDULE	FACILITY	ADDRESS 1	CITY/STATE/ZIP	PHONE #	SECURITY	MALE/ FEMALE
1	Chautauqua	Video to Buffalo	Lakeview Shock Incarceration C. F.	9300 Lake Avenue	Brocton, New York 14716	(716) 792-7100	Minimum	Male/Female
1	Erie	Facility	Buffalo Correctional Facility	3052 Wendle Rd	Alden, New York 14004-0300	(716) 937-3786	Minimum	Male
1	Erie	Facility	Collins Correctional Facility	Middle Road	Collins, New York 14034-0490	(716) 532-4588	Medium	Male
1	Erie	Video to Buffalo	Gowanda Correctional Facility	South Road	Gowanda, New York 14070-0350	(716) 532-0177	Medium	Male
1	Erie	Facility	Wende Correctional Facility	3040 Wende Road	Alden, New York 14004	(716) 937-4000	Maximum	Male
2	Livingston	Video to Roch.	Groveland Correctional Facility	7000 Sonyea Road	Sonyea, New York 14556-0050	(585) 658-2871	Medium	Male
2	Livingston	Video to Roch.	Livingston Correctional Facility	7005 Sonyea Road	Sonyea, New York 14556-0049	(585) 658-3710	Medium	Male
2	Monroe	Facility	Rochester Correctional Facility	470 Ford Street	Rochester, New York 14608-2499	(585) 454-2280	Minimum	Male
2	Orleans	Video to Buffalo	Albion Correctional Facility	3595 State School Road	Albion, New York 14411-9399	(585) 589-5511	Medium	Female
2	Orleans	Video to Buffalo	Orleans Correctional Facility	3595 Gaines Basin Road	Albion, New York 14411	(585) 589-6820	Medium	Male
2	Wayne	Facility*	Butler Correctional Facility**	14001 Westbury Cutoff Rd	Red Creek, New York 13143-0388	(315) 754-8001	Minimum	Male
2	Wyoming	Video to Roch.	Attica Correctional Facility	639 Exchange St	Attica, New York 14011-0149	(585) 591-2000	Maximum	Male
2	Wyoming	Video to Roch.	Wyoming Correctional Facility	3203 Dunbar Road	Attica, New York 14011-0501	(585) 591-1010	Medium	Male
3	Chemung	Roch.	Elmira Correctional Facility	1879 Davis St	Elmira, New York 14901-0500	(607) 734-3901	Maximum	Male
3	Chemung	Roch.	Southport Correctional Facility	236 Bob Masia Drive	Pine City, New York 14871-2000	(607) 737-0850	Maximum	Male
4	Clinton	Facility*	Altona Correctional Facility	555 Devils Den Road	Altona, New York 12910-2090	(518) 236-7841	Medium	Male
4	Clinton	Facility*	Clinton Annex	1074 Rt. 374	Dannemora, New York 12929	(518) 492-2511	Maximum	Male
4	Clinton	Facility*	Clinton Correctional Facility	1156 Rt. 374	Dannemora, New York 12929-2000	(518) 492-2511	Maximum	Male
4	Clinton	Facility*	Lyon Mt. Correctional Facility**	3864 Route 374	Lyon Mountain, New York 12952	(518) 735-4546	Minimum	Male
4	Essex	Video to Central Ofc	Adirondack Correctional Facility	240 Ray Brook Road	Ray Brook, New York 12977-0110	(518) 891-1343	Medium	Male
4	Franklin	Video to Central Ofc*	Bare Hill Correctional Facility	181 Brand Rd.	Malone, New York 12953-0020	(518) 483-8411	Medium	Male
4	Franklin	Facility*	Chateaugay Correctional Facility	7874 State Route 11	Chateaugay, New York 12920-0320	(518) 497-3300	Medium	Male
4	Franklin	Video to Central Ofc*	Franklin Correctional Facility	62 Bare Hill Road	Malone, New York 12953-0010	(518) 483-6040	Medium	Male
4	Franklin	Video to Central Ofc	Upstate Correctional Facility	309 Bare Hill Road	Malone, New York 12953	(518) 483-6997	Maximum	Male
4	Jefferson	Video to Syracuse	Cape Vincent Correctional Facility	36560 State Route 12E	Cape Vincent, New York 13618-0599	(315) 654-4100	Medium	Male
4	Jefferson	Video to Syracuse	Watertown Correctional Facility	23147 Swan Road	Watertown, New York 13601-9340	(315) 782-7490	Medium	Male
4	St. Lawrence	Video to Syracuse	Gouverneur Correctional Facility	112 Scotch Settlement Road	Gouverneur, New York 13642-0370	(315) 287-7351	Medium	Male
4	St. Lawrence	Video to Central Ofc	Ogdensburg Correctional Facility***	One Correction Way	Ogdensburg, New York 13669	(315) 393-0281	Medium	Male
4	St. Lawrence	Video to Central Ofc	Riverview Correctional Facility	1110 Tibbits Drive	Ogdensburg, New York 13669-0158	(315) 393-8400	Medium	Male
5	Cayuga	Facility	Auburn Correctional Facility	135 State Street	Auburn, New York 13024-9000	(315) 253-8401	Maximum	Male
5	Cayuga	Facility	Cayuga Correctional Facility	2202 State Route 38A	Moravia, New York 13118-1150	(315) 497-1110	Medium	Male
5	Madison	Facility*	Camp Georgetown	3191 Crumb Hill Road	Georgetown, New York 13072-9307	(315) 837-4446	Minimum	Male
5	Seneca	Facility	Five Points Correctional Facility	6600 State Route 96	Romulus, New York 14541	(607) 869-5111	Maximum	Male
6	Fulton	Video to 145 Cent	Hale Creek ASACTC	279 Maloney Road	Johnstown, New York 12095	(518) 736-2094	Medium	Male

\* Board Interviews currently covered by DOP Verbatim Reporters

\*\*Facility scheduled to close January 2011

\*\*\*Facility scheduled to close April 2011

NYS Division of Parole  
 IFB 2010-01 Hearing Reporter Transcription Services

ATTACHMENT E

BOARD INTERVIEW FACILITY LISTING

CATCHMENT AREA	COUNTY	BOARD SCHEDULE	FACILITY	ADDRESS 1	CITY/STATE/ZIP	PHONE #	SECURITY	MALE/ FEMALE
6	Oneida	Facility	Central NY Psychiatric Center	PO Box 300	March, New York 13403-0300	(315) 765-3600	Maximum	Male/Female
6	Oneida	Facility	Marcy Correctional Facility	9000 Old River Road	Marcy, New York 13403-5000	(315) 768-1400	Medium	Male
6	Oneida	Facility	Mid-State Correctional Facility	9005 Old River Road	Marcy, New York 13403-0216	(315) 768-8581	Medium	Male
6	Oneida	Video to 145 Cent	Mohawk Correctional Facility	6514 Rt. 26	Rome, New York 13440	(315) 339-5232	Medium	Male
6	Oneida	Video to 145 Cent	Oneida Correctional Facility	6100 School Road	Rome, New York 13440	(315) 339-6880	Medium	Male
7	Columbia	Facility	Hudson Correctional Facility	50 East Court Street	Hudson, New York 12534-0576	(518) 828-4311	Medium	Male
7	Greene	Video to Central Ofc	Coxsackie Correctional Facility	11260 Route 9W	Coxsackie, New York 12051-0200	(518) 731-2781	Maximum	Male
7	Greene	Video to Central Ofc	Greene Correctional Facility	165 Plank Road	Coxsackie, New York 12051-0008	(518) 731-2741	Medium	Male
7	Saratoga	Facility*	Mt. McGregor Correctional Facility	1000 Mt. McGregor Road	Wilton, New York 12831	(518) 587-3960	Medium	Male
7	Schoharie	Video to Central Ofc	Summit Shock Incarceration C. F.	137 Eagle Heights Road	Summit, New York 12175-9608	(518) 287-1721	Minimum	Male
7	Washington	Facility*	Great Meadow Correctional Facility	11739 State Route 22	Comstock, New York 12821-0051	(518) 639-5516	Maximum	Male
7	Washington	Facility*	Washington Correctional Facility	72 Lock Eleven Lane	Comstock, New York 12821-0180	(518) 639-4486	Medium	Male
8	Sullivan	Facility	Sullivan Correctional Facility	325 Riverside Drive	Fallsburg, New York 12733-0116	(845) 434-2080	Maximum	Male
8	Sullivan	Facility	Woodbourne Correctional Facility	99 Prison Road	Woodbourne, New York 12788-1000	(845) 434-7730	Medium	Male
8	Ulster	Facility	Eastern NY Correctional Facility	30 Institution Rd	Napanoch, New York 12458-0338	(845) 647-7400	Maximum	Male
8	Ulster	Facility	Shawangunk Correctional Facility	200 Quick Road	Walkill, New York 12589-0750	(845) 895-2081	Maximum	Male
8	Ulster	Facility	Ulster Correctional Facility	750 Berne Road	Napanoch, New York 12458-0800	(845) 647-1670	Medium	Male
8	Ulster	Facility	Walkill Correctional Facility	50 McKendrick Road	Walkill, New York 12589	(845) 895-2021	Medium	Male
9	Dutchess	Facility*	Beacon Correctional Facility	50 Camp Beacon Rd	Beacon, New York 12508-0780	(845) 831-4200	Minimum	Female
9	Dutchess	Facility*	Downstate Correctional Facility	121 Red Schoolhouse Rd	Fishkill, New York 12524-0445	(845) 831-6600	Maximum	Male
9	Dutchess	Facility*	Fishkill Correctional Facility	18 Strack Drive	Beacon, New York 12508	(845) 831-4800	Medium	Male
9	Dutchess	Facility*	Green Haven Correctional Facility	594 Rt. 216	Stormville, New York 12582-0010	(845) 221-2711	Maximum	Male
9	Orange	Facility	Mid-Orange Correctional Facility	900 Kings Highway	Warwick, New York 10990	(845) 986-2291	Medium	Male
9	Orange	Facility	Otisville Correctional Facility	57 Sanitorium Road	Otisville, New York 10963-0008	(845) 386-1490	Medium	Male
9	Westchester	Facility*	Bedford Hills Correctional Facility	247 Harris Road	Bedford Hills, New York 10507-2400	(914) 241-3100	Maximum	Female
9	Westchester	Facility*	Sing Sing Correctional Facility	354 Hunter Street	Ossining, New York 10562-5442	(914) 941-0108	Maximum	Male
9	Westchester	Facility*	Taconic Correctional Facility	250 Harris Road	Bedford Hills, New York 10507	(914) 241-3010	Medium	Female
10	Bronx	Bi-Monthly Facility	Fulton Correctional Facility	1511 Fulton Avenue	Bronx, New York 10457-8398	(718) 583-8000	Minimum	Male
10	New York	Bi-Monthly Facility	Bayview Correctional Facility	550 West 20th Street	New York, New York 10011-2678	(212) 255-7590	Medium	Female
10	New York	Bi-Monthly Facility	Lincoln Correctional Facility	31-33 West 110th Street	New York, New York 10026-4398	(New York)	Minimum	Male
10	Richmond	Bi-Monthly Facility	Arthur Kill Correctional Facility	2911 Arthur Kill Road	Staten Island, New York 10309-1101	(718) 356-7333	Medium	Male

\* Board Interviews currently covered by DOP Verbatim Reporters

\*\*Facility scheduled to close January 2011

\*\*\*Facility scheduled to close April 2011

**NYS DIVISION OF PAROLE  
IFB 2010-01 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>
1	Allegany County Jail	7 Court Street	Belmont, NY 14813	(585) 268-9803
1	Cattaraugus County Jail	301 Court Street	Little Valley, NY 14755	(716) 938-9194
1	Chautauqua County Jail	15 East Chautauqua Street	Mayville, NY 14757	(716) 753-4900
1	Erie County Correctional Facility	11581 Walden Avenue	Alden, NY 14004	(716) 937-9101
1	Erie County Jail Management Division	10 Delaware Avenue	Buffalo, NY 14202	(716) 858-7024
1	Niagara County Jail	P.O. Box 496	Lockport, NY 14095	(716) 438-3345
2	Genesee County Jail	14 West Main Street	Batavia, NY 14020	(585) 345-3000 x234
2	Livingston County Jail	4 Court Street	Geneseo, NY 14454	(585) 243-7100
2	Monroe County Jail	130 Plymouth Avenue	South Rochester, NY 14614	(585) 428-5243
2	Ontario County Jail	74 Ontario Street	Canandaigua, NY 14424	(585) 396-4616
2	Orleans County Jail	13925 State Rte 31, Suite 400	Albion, NY 14411	(585) 590-4137
2	Wayne County Jail	7368 Route 31	Lyons, NY 14489	(315) 946-5801
2	Wyoming County Jail	151 North Main Street	Warsaw, NY 14569	(585) 786-8808
3	Broome County Correctional Facility	155 Lt. Van Winkle Drive	Binghamton, NY 13905	(607) 778-6439
3	Chemung County Jail	211 Williams Street	Elmira, NY 14901	(607) 737-2934
3	Delaware County Correctional Facility	280 Phoebe Lane, Suite 1	Delhi, NY 13753	(607) 746-2336
3	Schuyler County Jail	106 Tenth Street	Watkins Glen, NY 14891	(607) 535-8222
3	Steuben County Jail	7007 Rumsey Street Ext.	Bath, NY 14810	(607) 776-4406
3	Tioga County Jail	103 Corporate Drive	Owego, NY 13827	(607) 687-8463
3	Tompkins County Correctional Facility	779 Warren Road	Ithaca, NY 14850	(607) 257-5316
3	Yates County Jail	227 Main Street	Penn Yan, NY 14527	(315) 536-5175
4	Clinton County Jail	25 McCarthy Drive	Plattsburgh, NY 12901	(518) 565-4346
4	Essex County Jail	7551 Court Street	Elizabethtown, NY 12932	(518) 873-3348
4	Franklin County Jail	45 Bare Hill Road	Malone, NY 12953	(518) 483-6795
4	Hamilton County Jail	South Shore Road	Lake Pleasant, NY 12108	(518) 548-3113
4	Jefferson County Correctional Facility	753 Waterman Drive	Watertown, NY 13601	(315) 786-2664
4	Lewis County Jail	Outer Stowe Street	Lowville, NY 13367	(315) 376-5290
4	Saint Lawrence County Correctional Facility	48 Court Street	Canton, NY 13617	(315) 379-2367
5	Cayuga County Jail	7445 County House Road	Auburn, NY 13021-8297	(315) 253-2911
5	Chenango County Jail	14 West Park Place	Norwich, NY 13815	(607) 334-1853
5	Cortland County Jail	54 Greenbush Street	Cortland, NY 13045	(607) 756-4275
5	Madison County Public Safety Building	North Court Street	Wampsville, NY 13163	(315) 366-2323

**NYS DIVISION OF PAROLE  
IFB 2010-01 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>
5	Onondaga County Department of Correction	Box 143	Jamesville, NY 13078	(315) 435-5581 x243
5	Onondaga County Justice Center	407 South State Street	Syracuse, NY 13202	(315) 435-1710
5	Oswego County Corrections	39 Churchill Road	Oswego, NY 13126	(315) 349-3306
5	Seneca County Correctional Facility	44 West William Street	Waterloo, NY 13165	(315) 539-9241
6	Fulton County Jail	2710 State Highway 29	Johnstown, NY 12095	(518) 736-2100
6	Herkimer County Jail	320 North Main Street	Herkimer, NY 13350-1949	(315) 867-1252
6	Montgomery County Jail	200 Clerk Drive	Fultonville, NY 12072	(518) 853-5555
6	Oneida County Correctional Facility	6075 Judd Road	Oriskany, NY 13424	(315) 765-2235
6	Otsego County Correctional Facility	172 County Highway 33 West	Cooperstown, NY 13326	(607) 547-4252
7	Albany County Correctional Facility	840 Albany Shaker Road	Albany, NY 12211	(518) 869-2724
7	Columbia County Jail	85 Industrial Tract Road	Hudson, NY 12534	(518) 828-3324 x232
7	Greene County Jail	80 Bridge Street	Catskill, NY 12414	(518) 943-3527 x16
7	Rensselaer County Jail	4000 Main Street	Troy, NY 12180	(518) 270-5448
7	Saratoga County Correctional Facility	6010 County Farm Road	Ballston Spa, NY 12020	(518) 885-2479
7	Schenectady County Correctional Facility	320 Veeder Avenue	Schenectady, NY 12307	(518) 388-4300
7	Schoharie County Jail	Depot Lane	Schoharie, NY 12157	(518) 295-7071
7	Warren County Jail	1400 State Route 9	Lake George, NY 12845	(518) 743-2500
7	Washington County Jail	399 Broadway	Ft. Edward, NY 12828	(518) 746-2476
8	Sullivan County Jail	4 Bushnell Avenue	Monticello, NY 12701	(845) 794-7102
8	Ulster County Jail	129 Schwenk Drive	Kingston, NY 12401	(845) 340-7494
9	Dutchess County Jail	150 North Hamilton Street	Poughkeepsie, NY 12601	(845) 486-3900
9	Orange County Correctional Facility	110 Wells Farm Road	Goshen, NY 10924	(845) 291-2728
9	Putnam County Correctional Facility	3 County Center	Carmel, NY 10512	(845) 225-4300
9	Rockland County Correctional Facility	53 New Hempstead Road	New City, NY 10956	(845) 638-5620
9	Westchester County Department of Correction	P.O. Box 389, Headquarters Bldg.	Valhalla, NY 10595	(914) 231-1054
10	New York City Department of Correction	6th Floor 60 Hudson Street	New York, NY 10013	(212) 266-1212
11	Nassau County Correctional Center	100 Carman Avenue	East Meadow, NY 11554	(516) 572-4100
11	Suffolk County Correctional Facility	100 Center Drive	Riverhead, NY 11901	(631) 852-2282

**NYS DIVISION OF PAROLE  
IFB 2010-01 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>
1	Buffalo Metro	460 Main Street	Buffalo, NY 14202	(716) 847-3481
1	Niagara Frontier	444 Third Street	Niagara Falls, NY 14301	(716) 285-5342
2	Rochester Metro	350 South Avenue	Rochester, NY 14620	(585) 232-5464
2	Rochester Belt	350 South Avenue	Rochester, NY 14620	(585) 232-5464
3	Binghamton	44 Hawley Street	Binghamton, NY 13901	(607) 721-8523
3	Elmira	362 East 5th Street	Elmira, NY 14901	(607) 734-6667
4	Watertown Sub Office	317 Washington Street	Watertown, NY 13601	(315) 785-2401
5	Syracuse	333 E. Washington Street	Syracuse, NY 13202	(315) 428-4093
6	Utica	207 Genesee Street, 5th FL	Utica, NY 13501	(315) 793-2572
7	Albany	10 N. Russell Road,	Albany, NY 12206	(518) 459-7322
7	Central Office	97 Central Avenue	Albany, NY 12206	(518) 473-9400
7	NENY @ Plattsburgh	41 Veterans Lane	Plattsburgh, NY 12901	(518) 562-8132
7	NENY	10 N. Russell Road	Albany, NY 12206	(518) 459-7518
9	Peekskill	1 Park Place, Basement	Peekskill, NY 10566	(914) 734-4270
9	Poughkeepsie	20 Manchester Road	Poughkeepsie, NY 12603	(845) 452-0620
9	New Rochelle	3 Cottage Place, 1st FL	New Rochelle, NY 10801	(914) 654-8770
10	Bronx I	14 Bruckner Boulevard	Bronx, NY 10454	(718) 292-4642
10	Bronx II	14 Bruckner Boulevard	Bronx, NY 10454	(718) 292-7494
10	Bronx III	26 Bruckner Boulevard	Bronx, NY 10454	(718) 402-3121
10	Bronx IV	14 Bruckner Boulevard	Bronx, NY 10454	(718) 292-2160
10	Bronx V	26 Bruckner Boulevard	Bronx, NY 10454	(718) 402-7352
10	Brooklyn I	350 Livingston Street	Brooklyn, NY 11217	(718) 522-8295
10	Brooklyn II	350 Livingston Street	Brooklyn, NY 11217	(718) 522-8700
10	Brooklyn III	340 Livingston Street	Brooklyn, NY 11217	(718) 596-6060
10	Brooklyn IV	350 Livingston Street	Brooklyn, NY 11217	(718) 522-8700
10	Brooklyn V	340 Livingston Street	Brooklyn, NY 11217	(718) 596-6060
10	Manhattan I	119 W. 31st Street	New York, NY 10001	(212) 736-8911
10	Manhattan II	314 W. 40th Street	New York, NY 10018	(212) 239-6156
10	Manhattan III	314 W. 40th Street	New York, NY 10018	(212) 239-6355

NYS DIVISION OF PAROLE  
 IFB 2010-01 Hearing Reporter Transcription Services

ATTACHMENT E

AREA OFFICE LISTING

CATCHMENT AREA	LOCATION	ADDRESS	CITY/STATE/ZIP	PHONE #
10	Manhattan IV	314 W. 40th Street	New York, NY 10018	(212) 239-6090
10	Manhattan V	119 W. 31st Street	New York, NY 10001	(212) 739-9740
10	Manhattan VI	119 W. 31st Street	New York, NY 10001	(212) 736-9801
10	Queens I	92-36 Merrick Blvd	Jamaica, NY 11433	(718) 558-5213
10	Queens II	92-36 Merrick Blvd	Jamaica, NY 11433	(718) 558-5174
10	Queens III	92-36 Merrick Blvd	Jamaica, NY 11433	(718) 558-5269
10	Rikers Island	16-06 Hazen Street	East Elmhurst, NY 11370	(718) 546-5891
10	Staten Island	146 Bay Street	Staten Island, NY 10301	(718) 876-5530
11	Central Long Island	81 Executive Blvd.	Farmingdale, NY 11735	(631) 420-5110
11	Nassau	250 Fulton Avenue	Hempstead, NY 11550	(516) 485-2660
11	Suffolk	550 Johnson Avenue	Bohemia, NY 11716	(631) 218-5670

**ATTACHMENT F**

COMPLIANCE WITH  
STATE FINANCE LAW §139-J AND §139-K

WORKERS COMPENSATION CERTIFICATION

VENDOR RESPONSIBILITY QUESTIONNAIRE

ST-220-CA or ST-220-TD  
TAX LAW CERTIFICATION

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

### **Background:**

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

State Finance Law §§139-j and 139-k, also imposes certain restrictions on communications between the Division of Parole and Contractors during the procurement process. Potential Contractors are restricted from making contacts from the earliest notice of intent to solicit offers pursuant to the "Request for Proposal (IFB)" through final award and approval of the Procurement Contract by the Division of Parole and, if applicable, Office of the State Comptroller ("restricted period") to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). Regarding this IFB process you may only contact Barbara Farley, Contract Management Specialist II. Indicate your concurrence with this requirement in Attachment 2. Please note that during the IFB process that the Division of Parole is required to determine the responsibility of "the proposed Contractor" pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a 4-year period the Contractor is debarred from obtaining governmental Procurement Contracts.

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

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

**Instructions:**

The Division of Parole must obtain the required certifications that the information in your proposal is complete, true and accurate and if any prior findings of non-responsibility, such as non-responsibility pursuant to State Finance Law §139-j exist. Accordingly, all potential Contractors submitting a proposal pursuant to this IFB must provide the four attached completed certification forms with their proposal.

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

Contractor's Certification:

*I certify that all information provided to The Division of Parole with respect to State Finance Law §139-k is complete, true and accurate.*

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

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

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

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

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

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

**Attachment 2**

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

Contractor affirms that it understands and agrees to comply with the procedures of the Division of Parole 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: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### Contractor's Disclosure of Prior Non-Responsibility Determinations

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

\_\_\_\_\_

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

\_\_\_\_\_

Name and Title of Person Submitting this Form: \_\_\_\_\_

\_\_\_\_\_

Contract Procurement Number: \_\_\_\_\_

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

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle):  
No Yes

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle):  
No Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle):  
No Yes

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

Governmental Entity: \_\_\_\_\_

Date of Finding of Non-responsibility: \_\_\_\_\_

Basis of Finding of Non-Responsibility: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Add additional pages as necessary)

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle):  
No Yes

6. If yes, please provide details below.

Governmental Entity: \_\_\_\_\_

Date of Termination or Withholding of Contract: \_\_\_\_\_

Basis of Termination or Withholding: \_\_\_\_\_

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

(Add additional pages as necessary)

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

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

Signature

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

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

**CONTRACT TERMINATION PROVISION**

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

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

Signature

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

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

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

NYS WCB WC/DB100/101 100 Broadway Menands ALBANY 12241 (866) 750-5157 Fax# (518) 473-9166	NYS WCB WC/DB100/101 State Office Building 44 Hawley Street BINGHAMTON 13901 (866) 802-3604 Fax# (607) 721-8464	NYS WCB WC/DB100/101 111 Livingston St. 22nd Floor BROOKLYN 11201 (800) 877-1373 Fax# (718) 802-6642	NYS WCB WC/DB100/101 107 Delaware Ave. BUFFALO 14202 (866) 211-0645 Fax# (716) 842-2155	NYS WCB WC/DB100/101 220 Rabro Drive Suite 100 HAUPPAUGE 11788 (866) 681-5354 Fax# (631) 952-7966	NYS WCB WC/DB100/101 175 Fulton Ave. HEMPSTEAD 11550 (866) 805-3630 Fax# (516) 560-7807	NYS WCB WC/DB100/101 215 W. 125th St. 3rd Floor NEW YORK 10027 (800) 877-1373 Fax# (212) 316-9183	NYS WCB WC/DB100/101 41 North Division St. PEEKSKILL 10566 (866) 746-0552 Fax# (914) 788-5793	NYS WCB WC/DB100/101 168-46 91st Ave. 3rd Floor QUEENS 11432 (800) 877-1373 Fax# (718) 291-7248	NYS WCB WC/DB100/101 130 Main St. ROCHESTER 14614 (866) 211-0644 Fax# (585) 238-8341	NYS WCB WC/DB100/101 935 James St. SYRACUSE 13203 (866) 802-3730 Fax# (315) 423-2938
---	---	---	---	--	---	--	---	--	---	---

**Affidavit 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**

*(Please contact an attorney if you have any questions regarding this form.)*

Because this is a sworn affidavit, employees of the Workers' Compensation Board cannot assist applicants in answering questions about this form.

**\*\*This form cannot be used to waive the workers' compensation rights or obligations of any party.\*\***

The applicant may use this Affidavit **ONLY** to show a government entity that New York State specific workers' compensation and/or disability benefits insurance is not required. The applicant may **NOT** use this form to show either other businesses or those businesses' insurance carriers that such insurance is not required.

Applicant must either fax or mail this completed form to the closest New York State Workers' Compensation Board office at the fax number or address listed on the top of this form

**Incomplete forms will be returned, UNSTAMPED.**

Please note: This statement **must FIRST be notarized** and THEN sent to be **stamped** as received by the New York State Workers' Compensation Board. This affidavit will not be accepted by government officials one year after the date stamped as received by the Workers' Compensation Board.

**UPON RECEIPT OF A FULLY COMPLETED FORM WC/DB-100**, the Workers' Compensation Board will stamp this form as received and return it to you by either mail or fax **within 5 business days**. Please provide a copy (or the original, if required by the government entity) of this stamped form to the government entity from which you are requesting a permit, license or contract.

In the Application of (Business Name and Address)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

for a \_\_\_\_\_ permit/license/contract

State of \_\_\_\_\_ )  
 ) ss.:  
 County of \_\_\_\_\_ )

► 1. \_\_\_\_\_ (applicant's name) being duly sworn, deposes and says:

1a) I am the \_\_\_\_\_ (position) with the above-named business, a/an \_\_\_\_\_ (nature of business—e.g., building contractor, occupational therapist, food cart vendor, etc). The telephone number of the business is (\_\_\_\_\_) \_\_\_\_\_. The Federal Employer Identification Number of the business (or the Social Security Number of the business owner) is \_\_\_\_\_. I affirm that due to my position with the above-named business I have the knowledge, information and authority to make this affidavit.

2. My personal address is \_\_\_\_\_ and my home telephone number is (\_\_\_\_\_) \_\_\_\_\_.

3. That the above named business is applying for a \_\_\_\_\_ (type of permit/ license/contract applying for) from \_\_\_\_\_ (governmental entity issuing the permit/ license/contract).

3a){Optional -- Location of where work will be performed in New York State \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_ (dates necessary to complete work associated with permit/license/contract). The estimated dollar amount of project is \_\_\_\_\_.

4. That the above named business is certifying that it is **NOT REQUIRED TO OBTAIN NEW YORK STATE SPECIFIC WORKERS' COMPENSATION INSURANCE COVERAGE** for the following reason (to be eligible for exemption, applicant must be able to truthfully check ONE of the boxes from 4a. through 4i.):

4a.) the business is owned by one individual and is not a corporation. Other than the owner, there are no employees, day labor, leased employees, borrowed employees, part-time employees, unpaid volunteers (including family members) or subcontractors.

- 4b.) the business is a LLC, LLP, PLLC, PLLP or a RLLP; OR is a partnership under the laws of New York State and is not a corporation. Other than the partners or members, there are no employees, day labor, leased employees, borrowed employees, part-time employees, unpaid volunteers (including family members) or subcontractors. *(Must attach separate sheet with a list of all the partners/members names and also with the signatures of all the partners/members – Limited Partnerships must ONLY list General Partners.)*
- 4c.) the business is a one person owned corporation, with that individual owning all of the stock and holding all offices of the corporation. Other than the corporate owner, there are no employees, day labor, leased employees, borrowed employees, part-time employees, unpaid volunteers (including family members) or subcontractors.
- 4d.) the business is a two person owned corporation, with those individuals owning all of the stock and holding all offices of the corporation (each individual must own at least one share of stock). Other than the corporate owners, there are no employees, day labor, leased employees, borrowed employees, part-time employees, unpaid volunteers (including family members) or subcontractors. *(Must attach separate sheet with a list of the names of both owners, and also with both owners' signatures.)*
- 4e.) the applicant is a nonprofit entity (under IRS rules). With the exception of clergy or teachers, the nonprofit has no compensated individuals providing any services including subcontractors.
- 4f.) the business is a farm with less than \$1,200 in payroll the preceding calendar year.
- 4g.) the applicant is a homeowner serving as the general contractor for his/her primary/secondary personal residence. The homeowner has no employees, day labor, leased employees, borrowed employees, part-time employees or subcontractors.
- 4h.) other than the business owner(s) and individuals obtained from a registered temporary service agency, there are no employees, day labor, leased employees, borrowed employees, part-time employees, unpaid volunteers (including family members) or subcontractors. Other than the business owner(s), all individuals providing services to the business are obtained from a registered temporary service agency and that agency has covered these individuals for New York State workers' compensation insurance. In addition, the business is owned by one individual or is a partnership under the laws of New York State and is not a corporation; or is a one or two person owned corporation, with those individuals owning all of the stock and holding all offices of the corporation.
- 4i.) the out-of-state entity has no NYS employees and/or NYS subcontractors AND ALL work related to the permit, license or contract is done outside of NYS; OR ALL employees are direct employees of a government entity outside of New York *(Applicant MUST attach a certificate of insurance from its foreign or other State's workers' compensation insurance policy to this Affidavit).*

5. That the above named business is certifying that it is **NOT REQUIRED TO OBTAIN NEW YORK STATE DISABILITY BENEFITS INSURANCE COVERAGE** for the following reason (to be eligible for exemption, applicant must be able to truthfully check **ONE** of the boxes from 5a. through 5f.):

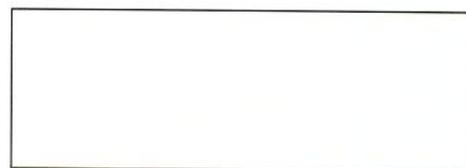
- 5a.) the business is owned by one individual or is a partnership under the laws of New York State and is not a corporation; or is a one or two person owned corporation, with those individuals owning all of the stock and holding all offices of the corporation or is a business with no NYS location. In addition, the business does not require disability benefits coverage at this time since it has not employed one or more individuals on at least 30 days in any calendar year in New York State. *(Independent contractors are not considered to be employees under the Disability Benefits Law.)*
- 5b.) the applicant is a political subdivision that is legally exempt from providing statutory disability benefits coverage.
- 5c.) the applicant is a nonprofit with NO compensated individuals providing services; or is a religious, charitable or educational nonprofit with no compensated individuals providing services except for executive officers, clergy, sextons, teachers or professionals.
- 5d.) the business is a farm and all employees are farm laborers.
- 5e.) the applicant is a homeowner serving as the general contractor for his/her primary/secondary personal residence. The homeowner has not employed one or more individuals on at least 30 days in any calendar year in New York State. *(Independent contractors are not considered to be employees under the Disability Benefits Law.)*
- 5f.) other than the business owner(s) and individuals obtained from the temporary service agency, there are no other employees. Other than the business owner(s), all individuals providing services to the business are obtained from a registered temporary service agency and that agency has covered these individuals for New York State disability benefits insurance. In addition, the business is owned by one individual or is a partnership under the laws of New York State and is not a corporation; or is a one or two person owned corporation, with those individuals owning all of the stock and holding all offices of the corporation.

6. By signing my name below, **I hereby affirm that the statements made herein are true, that I have not made any materially false statements and I make this affidavit under the penalties of perjury.** I further affirm that I understand that any false statement, representation or concealment will subject me to **felony** criminal prosecution, including jail and civil liability in accordance with the Workers' Compensation Law and all other New York State laws. **I also hereby affirm that** if circumstances change so that workers' compensation insurance and/or disability benefits coverage is required, the above-named business will immediately acquire appropriate New York State specific workers' compensation insurance and/or disability benefits coverage and also immediately furnish proof of that coverage on forms approved by the Chair of the Workers' Compensation Board to the government entity listed in item 3 on the front of this form

Sworn to before me this \_\_\_\_\_  
Day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
*(Applicant's Signature -- first and last name)*



NYS Workers' Compensation Board Received Stamp

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

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

Description	Complete
<p><b>Step 1. Enroll in the OSC Online Services</b></p> <p>Go to <a href="https://portal.osc.state.ny.us/wps/portal">https://portal.osc.state.ny.us/wps/portal</a> and click "Enroll Now." To enroll in OSC Online Services you will need:</p> <ul style="list-style-type: none"> <li>• Business Entity Legal Business Name, address, and telephone number</li> <li>• Taxpayer ID Number</li> </ul>	<input type="checkbox"/>
<p><b>Step 2. Submit Business Account Authorization Form</b></p> <p>The <a href="#">Business Account Authorization Form</a> must be COMPLETED, NOTARIZED and SUBMITTED to OSC by fax, e-mail, or mail. If you do not print or save the form during enrollment, the form can be found at: <a href="http://www.osc.state.ny.us/portal/forms/aaform.pdf">http://www.osc.state.ny.us/portal/forms/aaform.pdf</a></p>	<input type="checkbox"/>
<div style="display: flex; justify-content: space-between; align-items: center;">  <div style="background-color: yellow; border: 1px solid black; padding: 5px; text-align: center;"> <p><b>Within a reasonably brief period after OSC's receipt of the Business Account Authorization Form, you will receive two e-mails from OSC providing instructions for secure access to the New York State VendRep System. The following steps CAN NOT be completed until the emails are received.</b></p> </div>  </div>	
<p><b>Step 3. Create User Password</b></p> <p>Follow the instructions and link provided in the email to create a password.</p>	<input type="checkbox"/>
<p><b>Step 4. Create Additional Users and Assign VendRep Roles</b></p> <p>To complete and certify a Vendor Responsibility Questionnaire, your users, collectively, must have the Administrator, Contributor, and Certifier role assigned. At your discretion, you may determine to assign these roles to one user or different users.</p> <p style="text-align: center;">How do I add users and roles? Access the link below for more information:</p> <p style="text-align: center;"><a href="http://www.osc.state.ny.us/vendrep/vrsystem_vendor_support.htm#vtraining">http://www.osc.state.ny.us/vendrep/vrsystem_vendor_support.htm#vtraining</a></p>	<input type="checkbox"/>
<p><b>Step 5. Log into the VendRep System and complete Basic Vendor Data</b></p> <p><a href="https://portal.osc.state.ny.us/wps/portal">https://portal.osc.state.ny.us/wps/portal</a></p> <p><b>Note:</b> The user completing Basic Vendor Data must have the "Administrator" role. This information determines the type of Vendor Responsibility Questionnaire that is provided to the entity to complete.</p>	<input type="checkbox"/>
<p><b>Step 6. Complete a Vendor Responsibility Questionnaire</b></p> <p><b>Note:</b> The user completing the Vendor Responsibility Questionnaire must have a "Contributor" role.</p> <p>All questions in the questionnaire must be responded to. The questionnaire can be accessed from the Summary or Home page.</p>	<input type="checkbox"/>
<p><b>Step 7. Certify a Vendor Responsibility Questionnaire</b></p> <p><b>Note:</b> The user certifying a Vendor Responsibility Questionnaire must have a "Certifier" role. All sections of the Vendor Responsibility Questionnaire must have a status of "complete" before the questionnaire can be certified. To certify the Questionnaire a user clicks the "Certify" button at the bottom of the Overview page.</p> <p><i>Only upon certification of the Questionnaire, will state contracting entities be able to view a business entity's information.</i></p>	<input type="checkbox"/>

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



# Contractor Certification to Covered Agency

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

# ST-220-CA

(6/06)

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

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

I, \_\_\_\_\_, hereby affirm, under penalty of perjury, that I am \_\_\_\_\_

(name)

(title)

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

(Mark an X in only one box)

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

The contractor has previously filed Form ST-220-TD with the Tax Department in connection with \_\_\_\_\_

(insert contract number or description)

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

Sworn to this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

(sign before a notary public)

(title)

## Instructions

### General information

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

If you have questions, please call our information center at 1 800 698-2931.

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

### When to complete this form

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

- The procuring entity is a *covered agency* within the meaning of the statute (see Publication 223, Q&A 5);
- The contractor is a *contractor* within the meaning of the statute (see Publication 223, Q&A 6); and
- The contract is a *contract* within the meaning of the statute. This is the case when it (a) has a value in excess of \$100,000 and (b) is a contract for *commodities* or *services*, as such terms are defined for purposes of the statute (see Publication 223, Q&A 8 and 9).

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

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF }
: SS.:
COUNTY OF }

On the \_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_, before me personally appeared \_\_\_\_\_,
known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that
\_he resides at \_\_\_\_\_,
Town of \_\_\_\_\_,
County of \_\_\_\_\_,
State of \_\_\_\_\_; and further that:

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

- (If an individual): \_he executed the foregoing instrument in his/her name and on his/her own behalf.
(If a corporation): \_he is the \_\_\_\_\_ of \_\_\_\_\_, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, \_he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, \_he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.
(If a partnership): \_he is a \_\_\_\_\_ of \_\_\_\_\_, the partnership described in said instrument; that, by the terms of said partnership, \_he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, \_he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.
(If a limited liability company): \_he is a duly authorized member of \_\_\_\_\_, LLC, the limited liability company described in said instrument; that \_he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, \_he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

Notary Public

Registration No.

Privacy notification

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

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

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

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

This information is maintained by the Director of Records Management and Data Entry, NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone 1 800 225-5829. From areas outside the United States and outside Canada, call (518) 485-6800.

Need help?

Internet access: www.nystax.gov (for information, forms, and publications)
Fax-on-demand forms: 1 800 748-3676
Telephone assistance is available from 8:00 A.M. to 5:00 P.M. (eastern time), Monday through Friday. 1 800 698-2931
To order forms and publications: 1 800 462-8100
From areas outside the U.S. and outside Canada: (518) 485-6800
Hearing and speech impaired (telecommunications device for the deaf (TDD) callers only): 1 800 634-2110
Persons with disabilities: In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, please call 1 800 972-1233.



# Contractor Certification

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

# ST-220-TD

(5/07)

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

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

### General information

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

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

For more detailed information regarding this form and section 5-a of the Tax Law, see Publication 223, *Questions and Answers Concerning Tax Law Section 5-a, (as amended, effective April 26, 2006)*, available at [www.nystax.gov](http://www.nystax.gov). Information is also available by calling the Tax Department's Contractor Information Center at 1 800 698-2931.

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

Mail completed form to:

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

### Privacy notification

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

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

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

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

This information is maintained by the Director of Records Management and Data Entry, NYS Tax Department, W A Harriman Campus, Albany NY 12227.

### Need help?



**Internet access:** [www.nystax.gov](http://www.nystax.gov)  
(for information, forms, and publications)



**Fax-on-demand forms:** 1 800 748-3676



**Telephone assistance** is available from 8:00 A.M. to 5:00 P.M. (eastern time), Monday through Friday.

To order forms and publications: 1 800 462-8100

**Sales Tax Information Center:** 1 800 698-2909

From areas outside the U.S. and outside Canada: (518) 485-6800

**Hearing and speech impaired** (telecommunications device for the deaf (TDD) callers only): 1 800 634-2110



**Persons with disabilities:** In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, please call 1 800 972-1233.

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

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

**Section 1 — Contractor registration status**

- The contractor has made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made. The contractor is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law, and is listed on Schedule A of this certification.
- The contractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

**Section 2 — Affiliate registration status**

- The contractor does not have any affiliates.
- To the best of the contractor's knowledge, the contractor has one or more affiliates having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made, and each affiliate exceeding the \$300,000 cumulative sales threshold during such quarters is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed each affiliate exceeding the \$300,000 cumulative sales threshold during such quarters on Schedule A of this certification.
- To the best of the contractor's knowledge, the contractor has one or more affiliates, and each affiliate has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

**Section 3 — Subcontractor registration status**

- The contractor does not have any subcontractors.
- To the best of the contractor's knowledge, the contractor has one or more subcontractors having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made, and each subcontractor exceeding the \$300,000 cumulative sales threshold during such quarters is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed each subcontractor exceeding the \$300,000 cumulative sales threshold during such quarters on Schedule A of this certification.
- To the best of the contractor's knowledge, the contractor has one or more subcontractors, and each subcontractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Sworn to this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
(sign before a notary public)

\_\_\_\_\_  
(title)



Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF }
: SS.:
COUNTY OF }

On the \_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_, before me personally appeared \_\_\_\_\_, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that \_ he resides at \_\_\_\_\_,

Town of \_\_\_\_\_,

County of \_\_\_\_\_,

State of \_\_\_\_\_; and further that:

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

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

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

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

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

Notary Public \_\_\_\_\_

Registration No. \_\_\_\_\_

**ATTACHMENT G**

**MWBE FORMS**  
(to be completed upon award notification)



**OFFICE OF MINORITY/WOMEN-OWNED BUSINESS ENTERPRISE PROGRAM OPERATIONS  
M/WBE UTILIZATION PLAN**

**INSTRUCTIONS:** This form must be submitted with any bid, proposal, or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award, for an OGS contract. This Utilization Plan must contain a detailed description of the supplies 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.

**Offeror's Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City, State, Zip Code:** \_\_\_\_\_

**Federal Identification Number:** \_\_\_\_\_

**Solicitation 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, Telephone No.	2. Classification	3. Federal ID No.	4. Detailed Description of Work (Attach additional sheets, if necessary)	5. Dollar Value of Subcontracts/Supplies/Services and intended performance dates of each component of the contract.
A.	<b>NYS ESD CERTIFIED</b> <input type="checkbox"/> MBE <input type="checkbox"/> WBE			
B.	<b>NYS ESD CERTIFIED</b> <input type="checkbox"/> MBE <input type="checkbox"/> WBE			

**PREPARED BY:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**TELEPHONE NO:** \_\_\_\_\_

**EMAIL ADDRESS:** \_\_\_\_\_

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

**FOR OGS 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: \_\_\_\_\_

SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A, 5 NYCRR PART 143, AND THE ABOVE-REFERENCED SOLICITATION.

# EQUAL EMPLOYMENT OPPORTUNITY STAFFING PLAN

Submit with Bid or Proposal – Instructions on page 2

<b>Solicitation No.:</b>	<b>Report includes:</b> <input type="checkbox"/> Work force to be utilized on this contract <input type="checkbox"/> Contractor/Subcontractor's total work force
<b>Offeror's Name:</b>	<b>Reporting Entity:</b> <input type="checkbox"/> Contractor <input type="checkbox"/> Subcontractor
<b>Offeror's Address:</b>	<b>Subcontractor's name</b> _____

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

EEO-Job Category	Work force by Gender		Work force by Race/Ethnic Identification					Disabled (M) (F)	Veteran (M) (F)	
	Total Work force	Total Male (M)	Total Female (F)	White (M) (F)	Black (M) (F)	Hispanic (M) (F)	Asian (M) (F)			Native American (M) (F)
Officials/Administrators										
Professionals										
Technicians										
Sales Workers										
Office/Clerical										
Craft Workers										
Laborers										
Service Workers										
Temporary /Apprentices										
Totals										

<b>PREPARED BY (Signature):</b>	<b>TELEPHONE NO.:</b>	<b>DATE:</b>
<b>NAME AND TITLE OF PREPARER (Print or Type):</b>	<b>EMAIL ADDRESS:</b>	
Submit completed with bid or proposal		

**General instructions:** All Offerors and each subcontractor identified in the bid or proposal must complete an EEO Staffing Plan (EEO 100-G) and submit it as part of the bid or proposal package. Where the work force to be utilized in the performance of the State contract can be separated out from the contractor's or subcontractor's total work force, the Offeror shall complete this form only for the anticipated work force to be utilized on the State contract. Where the work force to be utilized in the performance of the State contract cannot be separated out from the contractor's or subcontractor's total work force, the Offeror shall complete this form for the contractor's or subcontractor's total work force.

**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 if the work force being reported is just for the contract or the Offerors' total work force.
4. Enter the total work force by EEO job category.
5. Break down the total work force by gender and enter under the heading 'Work force by Gender'
6. Break down the total work force by race/ethnic background and enter under the heading 'Work force by Race/Ethnic Identification'. Contact the Designated Contact(s) for the solicitation if you have any questions.
7. Enter information on disabled or veterans included in the work force under the appropriate headings.
8. Enter the name, title, phone number and email 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** a person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.
- **HISPANIC** a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- **ASIAN & PACIFIC ISLANDER** a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
- **NATIVE INDIAN (NATIVE AMERICAN/ ALASKAN NATIVE)** a person having origins in any of the original peoples of North America, and who maintains cultural identification through 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 an impairment.
- **VIETNAM ERA VETERAN** a veteran who served at any time between and including January 1, 1963 and May 7, 1975.
- **GENDER**

# EQUAL EMPLOYMENT OPPORTUNITY WORK FORCE EMPLOYMENT UTILIZATION/COMPLIANCE REPORT

<b>Contract No.:</b>  	<b>Reporting Entity:</b> <input type="checkbox"/> Contractor <input type="checkbox"/> Subcontractor  <b>Reporting Period:</b> <input type="checkbox"/> January 1, 20__ - March 31, 20__ <input type="checkbox"/> April 1, 20__ - June 30, 20__ <input type="checkbox"/> July 1, 20__ - September 30, 20__ <input type="checkbox"/> October 1, 20__ - December 31, 20__
<b>Offeror's Name:</b>  	<b>Report includes:</b> <input type="checkbox"/> Work force to be utilized on this contract <input type="checkbox"/> Contractor/Subcontractor's total work force
<b>Offeror's Address:</b>  	

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

EEO-Job Category	Work force by Gender		Work force by Race/Ethnic Identification						Disabled		Veteran		
	Total Work force	Male (M)	Female (F)	White		Black		Hispanic		Asian		Native American	
				(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Officials/Administrators													
Professionals													
Technicians													
Sales Workers													
Office/Clerical													
Craft Workers													
Laborers													
Service Workers													
Temporary /Apprentices													
Totals													

<b>PREPARED BY (Signature):</b>  	<b>DATE:</b>  
<b>NAME AND TITLE OF PREPARER (Print or Type):</b>  	<b>TELEPHONE NO.:</b> <b>EMAIL ADDRESS:</b> Submit completed form to:

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

**Instructions for completing:**

1. Enter the number of the contract that this report applies to along with the name and address of the Contractor preparing the report.
2. Check off the appropriate box to indicate if the entity completing the report is the contractor or a subcontractor.
3. Check off the box that corresponds to the reporting period for this report.
4. Check off the appropriate box to indicate if the work force being reported is just for the contract or the Contractor's total work force.
5. Enter the total work force by EEO job category.
6. Break down the total work force by gender and enter under the heading 'Work force by Gender'
7. Break down the total work force by race/ethnic background and enter under the heading 'Work force by Race/Ethnic Identification'.
8. Enter information on any disabled or veteran employees included in the work force under the appropriate heading.
9. Enter the name, title, phone number and email 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** a person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.
- **HISPANIC** a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- **ASIAN & PACIFIC ISLANDER** a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
- **NATIVE INDIAN (NATIVE AMERICAN/ ALASKAN NATIVE)** a person having origins in any of the original peoples of North America, and who maintains cultural identification through 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 an impairment.
- **VIETNAM ERA VETERAN** a veteran who served at any time between and including January 1, 1963 and May 7, 1975.
- **GENDER**

## APPENDIX C

### Contractor Requirements and Procedures for Equal Employment and Business Participation Opportunities for Minority Group Members and Certified Minority/Women-Owned Businesses on OGS Contracts

In accordance with Article 15-A of the Executive Law (Participation by Minority Group Members and Women with Respect to State Contracts) and in conformance with the Regulations promulgated by the Minority and Women's Business Development Division of the New York State Department of Economic Development set forth at 5 NYCRR Parts 140-144, the Offeror/Contractor agrees to be bound by the following to promote equality of economic opportunities for minority group members and women, and the facilitation of minority and women-owned business enterprise participation on all covered OGS contracts.

#### Equal Employment Opportunity Requirements

By submission of a bid or proposal in response to this solicitation, the Offeror 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 the provisions of Appendix A clause 12 – Equal Employment Opportunities for minorities and women, are included in every subcontract in such a manner that the requirements of these provisions will be binding upon each subcontractor as to work in connection with the State contract.

The following forms are required to ensure offeror compliance with the Equal Employment Opportunity requirements:

##### **1. Staffing Plan (Form EEO 100)**

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

**A contractor's failure to submit a Staffing Plan prior to the time required shall result in the rejection of the bid or proposal.**

##### **2. Workforce Employment Utilization/Compliance Report (Form EEO 101).**

Once a contract has been awarded, the Contractor is responsible to update OGS on any changes to the Staffing Plan submitted. This information is to be submitted on a quarterly basis during the life of the contract to report the actual workforce utilized in the performance of the contract broken down by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Employment Utilization/Compliance Report (Utilization/Compliance Report) must be submitted to report this information. Separate forms are to be completed for the contractor and any subcontractor performing work on the contract.

Please note that in all instances, the Contractor may not be able to separate out the workforce utilized in the performance of the contract from the Contractor's and/or sub contractor's total workforce. When a separation can be made, the Contractor shall submit the Utilization/Compliance Report and indicate that the information provided relates to the actual workforce utilized on the subject contract. When the workforce to be utilized on the contract cannot be separated out from the Contractor's and/or subcontractor's total workforce, the Contractor shall submit the Utilization/Compliance Report and indicate that the information provided is the Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.

The Utilization/Compliance Report is to be completed for the quarters ending on 3/31, 6/30, 9/30 and 12/31 and submitted to the OGS Office of Minority/Women-owned Business Enterprise Program Operations (OM/WBEPO) within 15 days of the end of each quarter. If there are no changes to the workforce utilized on the contract during the reporting period, the Contractor can submit a copy of the previously submitted report with the date and reporting period updated, indicating no change.

## **Requirements and Procedures Regarding Business Participation Opportunities for Certified Minorities and Women on OGS Contracts**

In accordance with Article 15-A of the Executive Law and regulations adopted pursuant thereto, the following forms are required to ensure compliance with the Minority and Women-owned Business participation requirements. In accordance with these requirements, the Offeror agrees to make every good faith effort to promote and assist the participation of New York State Certified Minority and Women-owned Business Enterprises (M/WBE) as subcontractors and suppliers on this contract for the provision of services and materials. The directory of New York State Certified Businesses can be viewed at: <http://www.nylovesmwbe.ny.gov/>

In addition, the Offeror agrees to submit the following documents as evidence of compliance with the foregoing:

### **1. M/WBE Utilization Plan (Form M/WBE 100).**

- A. Offerors are required to submit a Utilization Plan on **Form M/WBE 100** with this bid or proposal. The Utilization Plan shall list NYS Certified minority or women-owned business enterprises which the contractor intends to use to perform the State contract and a description of the contract scope of work which the contractor intends to structure to increase the participation by NYS Certified minority or women-owned enterprises 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 which 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 after the Contract Award and during the term of the contract must be reported on a revised M/WBE Utilization Plan and submitted to the OGS OM/WBEPO.
- B. The OGS OM/WBEPO will review the M/WBE Utilization Plan and will issue to the Offeror a written notice of acceptance or deficiency within twenty (20) days of its receipt. A notice of deficiency shall include (i) the name of any M/WBE which is not acceptable for the purpose of complying with the M/WBE participation goals and the reasons why it is not acceptable; (ii) elements of the Contract scope of work which OGS has determined can be reasonably structured by the Offeror to increase the likelihood of participation in the Contract by M/WBEs; and (iii) other information which OGS determines to be relevant to the M/WBE Utilization Plan.
- C. The Offeror shall respond to the notice of deficiency within seven (7) business days of receipt by submitting to OGS OM/WBEPO a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by OGS OM/WBEPO to be inadequate, OGS OM/WBEPO shall notify the Offeror and direct the Offeror to submit, within five (5) business days, a request for a partial or total waiver of M/WBE participation goals on forms provided by OGS OM/WBEPO. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

- D. OGS may disqualify an Offeror as being non-responsive under the following circumstances:
- a) If an Offeror fails to submit a M/WBE Utilization Plan;
  - b) If an Offeror fails to submit a written remedy to a notice of deficiency in a M/WBE Utilization Plan;
  - c) If an Offeror fails to submit a request for waiver; or
  - d) If the OGS OM/WBEPO determines that the Offeror has failed to document good faith efforts.

**2. Request for Waiver Form (if applicable) (Form M/WBE 101).** An Offeror who documents good faith efforts to meet the goal requirements may submit a request for a partial or total waiver at the same time it submits its M/WBE Utilization Plan. If a request for waiver is submitted with the M/WBE Utilization plan and is not accepted by the OGS OM/WBEPO at that time, the provisions of clauses 1 (B & C), regarding the notice of deficiency and written remedy will apply.

The Awarded Contractor 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 award of a Contract may be made at any time during the term of the Contract to the OGS OM/WBEPO but prior to the submission of a request for final payment on the Contract.

**3. Monthly M/WBE Contractor Compliance Report (Form M/WBE 102).** Contractors are required to submit a Monthly M/WBE Contractor Compliance Report to OGS OM/WBEPO by the 10<sup>th</sup> day of each month over the term of the contract documenting the progress made towards achievement of the M/WBE goals of the Contract.

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

Copies of all referenced forms can be found on the OGS Website at:  
<http://www.ogs.state.ny.us/purchase/bidcreation.asp>

If you have any questions regarding the foregoing requirements or the requirements of Article 15-A of the Executive Law and 5 NYCRR Parts 140-144, please contact the identified Designated Contact(s) for this solicitation.

**ATTACHMENT H**

**NON-DISCLOSURE AGREEMENT**

**New York State  
Division of Parole**

**NON-DISCLOSURE AGREEMENT**

This Non-Disclosure Agreement is entered into on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the New York State Division of Parole (hereinafter "NYSDOP"), located at 97 Central Avenue, Albany, New York 12206 and \_\_\_\_\_ (hereinafter "Recipient") located at \_\_\_\_\_.

The NYSDOP is a law enforcement agency that supervises parolees in New York State. NYSDOP possesses information relating to parolees that is confidential and is maintained for public safety and welfare.

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

1. Confidential Information

The Recipient acknowledges that during the course of the engagement at NYSDOP, there may be confidential information disclosed to them including, but not limited to:

Technical information: methods, processes, formulae, systems, techniques, computer programs, research projects, plans, drawings, blueprints, and design specifications

Business information: vendor lists, customer lists, constituent lists, financial data, statistical data, strategic plans, parolee/inmate case files and the contents thereof, photographs, laboratory reports, charts, studies, NYSID/DIN Numbers, employee information/personnel files, information relating to any victim/family of a victim and/or correspondence, social security numbers, dates of birth, drug and alcohol tests and treatment information, health and/or mental health information, rap sheets, photos and fingerprint data, documents/data not produced by the Division of Parole, legal documents, correspondence, and litigation files, NYSDOP policies, procedures and manuals, equipment used by NYSDOP, or information regarding NYSDOP's business dealings and relations with other parties.

2. Confidentiality

No Use. Recipient agrees not to use the Confidential Information in any way, except for the purpose of the projects or assignments they are performing for NYSDOP.

No Disclosure. Recipient agrees to use its best efforts to prevent and protect the Confidential Information, or any part thereof, from disclosure to any person other than Recipient's employees and/or consultants designated by NYSDOP having a need of disclosure in connection with Recipient's authorized use of the Confidential Information. This includes employees and consultants that may not be directly working on the project or job. Recipient agrees not to disclose the nature of the work to any third party without prior written NYSDOP consent. In the circumstance where the signer of this document is representing a Recipient with more than one employee, the Recipient also agrees that all of its current and future staff who may be involved in the relationship with NYSDOP have been and will be instructed in the requirements of this agreement.

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

3. Limits on Confidential Information. Confidential Information shall not be deemed proprietary and the Recipient shall have no obligation to respect such information where the information:
  - a. was known to Recipient prior to receiving any of the Confidential Information from NYSDOP;
  - b. has become publicly known through no wrongful act of Recipient;
  - c. was received by Recipient without breach of this Agreement from a third party without restriction as to the use and disclosure of the information;
  - d. was independently developed by the Recipient without the use of the Confidential Information; or
  - e. was ordered to be publicly released by the requirement of a government agency or judicial proceeding.
  
4. Maintenance, Return, and Destruction of the NYSDOP Confidential Material. Upon the NYSDOP's direction, Recipient will return any Confidential Information whether electronic, paper, or other media within 48 hours of agreement termination. Returned electronic information to Parole must be decrypted. Copies whether electronic, paper, or other media within 48 hours of agreement termination, will be destroyed by methodology chosen by NYSDOP.
  
5. Ownership of Confidential Information. Recipient agrees that all Confidential Information shall remain the property of NYSDOP, and that NYSDOP may use such Confidential Information for any purpose without obligation to Recipient. Nothing contained herein shall be construed as granting or implying any transfer of rights to Recipient in the Confidential Information. All products, whether physical or intellectual, produced in this relationship are NYSDOP property and the Recipient has no rights to claim, distribute, or market such product or related NYSDOP information without prior written consent from NYSDOP Management, except to the degree that a valid contract between Recipient and NYSDOP explicitly grants such rights. Recipient will comply with all NYSDOP security policies, procedures and standards and follow best industry accepted security practices.
  
6. Term and Termination. The obligations of this Agreement shall be continuing until the Confidential Information disclosed to Recipient is no longer confidential.
  
7. Survival of Rights and Obligations. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by (a) NYSDOP, its successors, and assigns; and (b) Recipient, its successors and assigns.
  
8. Miscellaneous.

- 8.1. In the event that a portion of this Agreement is found to be unenforceable, the remainder of the Agreement shall stay in effect.
  - 8.2. NYSDOP reserves the right to receive an injunction from a court if the Agreement is breached.
  - 8.3. Confidential information must be encrypted in transit or at rest. *Encryption* methods must comply with state policy: **Cryptographic Controls Standard (P03-002, Part 11. Systems Development and Maintenance Policy) S10-006 - V1.0 - February 12, 2010** located at the following URL: <http://www.cscic.state.ny.us/lib/policies/documents/Cyber-Security-Standard-S10-006-Cryptographic-Controls.pdf>.
9. Penalty for non-compliance. Violation of this agreement could involve penalties, up to and including, relationship termination, and civil and criminal prosecution in accordance to all applicable laws.

**RECIPIENT:** ( \_\_\_\_\_ )

Name  
(please  
print)

\_\_\_\_\_

Signature

\_\_\_\_\_

Title

\_\_\_\_\_

Date

\_\_\_\_\_

**NEW YORK STATE DIVISION OF PAROLE**

Name  
(please  
print)

\_\_\_\_\_

Signature

\_\_\_\_\_

Title

\_\_\_\_\_

Date

\_\_\_\_\_