

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

**Request for Proposal**  
**RFP 2011-02**  
**Transdermal Alcohol Concentration (TAC) Testing**



**Andrew M. Cuomo**  
**Governor**

**Brian Fischer**  
**Commissioner**

**Angela B. Jimenez**  
**Deputy Commissioner**

**NYS DEPARTMENT OF CORRECTIONS  
AND COMMUNITY SUPERVISION**

**REQUEST FOR PROPOSAL 2011-02  
TRANSDERMAL ALCOHOL CONCENTRATION (TAC) TESTING SYSTEM**

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**NYS DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION  
REQUEST FOR PROPOSAL (RFP) 2011-02**

**TRANSDERMAL ALCOHOL CONCENTRATION (TAC) TESTING SYSTEM**

**I. Purpose**

The New York State Department of Corrections and Community Supervision (DOCCS) is a criminal justice agency charged by statute with the supervision of individuals ordered by a New York State County or Supreme Court to strict and intensive supervision and treatment (SIST), pursuant to Mental Hygiene Law Article 10 (known as the “Sex Offender Management and Treatment Act” or “SOMTA”).

Cases may be ordered by a Court of competent jurisdiction as a condition of SIST to participate in a program of tamper-resistant continuous transdermal alcohol concentration testing to monitor an individual’s Transdermal Alcohol Concentration (TAC). This technology can serve as an additional tool in structuring the supervision process and may provide enhanced public safety and community protection in cases where alcohol abuse has been a factor in offending, particularly sexual offending.

The contract awarded per this RFP will be for a period of three-years with an option to renew for two additional one-year periods. The initial period will commence January 1, 2012 through December 31, 2014.

**II. Background**

SOMTA became effective in New York in April of 2007. Since then, 104 offenders have been ordered to SIST. Currently, a total of 54 cases remain in a community supervision status. Cases are supervised in areas throughout New York State. It is anticipated that the number of cases subject to an order of SIST will continue to increase in the future as all the elements of SOMTA become fully operational.

In order to reduce recidivism and increase public safety, offenders on SIST may be ordered by a Court to participate in a continuous alcohol concentration testing system immediately upon their release to the community from a correctional institution or secure treatment facility. Over the course of the past year, an average of approximately eight (8) cases per month have been in a continuous alcohol concentration testing program while on SIST. As many sex offenders are undomiciled upon release from confinement, and are often placed into emergency housing by local departments of social services, cases ordered to a continuous transdermal alcohol concentration testing program are often limited in their ability to access landline phone services. Supervising Parole Officers must have the ability to manage a continuous transdermal alcohol concentration testing program in field settings where available communication technologies may be limited.

Parole Officers working with offenders with conditions of supervision relating to sobriety require an accurate, reliable tool that can help increase supervision compliance, decrease an offender’s potential to consume alcohol, increase victim safety, and an Officer’s ability to detect and appropriately manage offenders experiencing difficulties with remaining sober.

### III. Scope of Services

The bidder will propose a system that includes the following:

#### A. Participant Worn TAC Device(s)

1. Provides participant worn equipment that samples an individual participant's Transdermal Alcohol Concentration (TAC) and measures for and reports on alcohol consumption up to 80mg/dl on a 24/7 basis;
2. Provides the ability for the system equipment to be customized to the individual participant;
3. Utilizes equipment that is lightweight, insect-proof, poses no health hazard and does not unduly restrict the activities of the participant either at home or at work;
4. Equipment is, at a minimum, shock, water and tamper-resistant;
5. Capable of downloading and storing date and time stamped participant data regarding alcohol consumption and tamper information until a minimum of 140 sample results have been stored or for a period up to a minimum of 72 hours, preferably for up to a 5 day period;
6. Where battery operation is utilized, continuous operating battery life of a minimum of two months is provided and battery replacement at no extra charge;
7. Collects, transfers and stores historical participant information (alcohol consumption and tamper information) in an encrypted manner; records kept indefinitely and retrievable upon agency request;
8. Provides written instructions, support and all necessary equipment for staff to implement the system, including participant equipment installation, system enrollment and program removal. Response should include any product literature, pamphlets, etc.

#### B. Data Collection Device, Software and Centralized Data Center

9. Has the capacity to utilize either cellular, digital, and/or an analog phone line as well as a direct connect device (if these technologies might not be available in a particular field setting) to a modem utilizing 900 MHz or 314.2 MHz radio frequency to transfer stored encrypted data via the internet;
10. Monitors the participant worn TAC device;
11. Provides a centralized and controlled data center and support staff that monitors participant information received via the internet and provides analysis of and notifications to agency staff of alcohol readings, tamper alerts, communication failures, equipment issues, maintenance needs and/or malfunctions on a 24/7 basis, 365 days per year;
12. Provides date and time stamped testing every 30 minutes or less once alcohol or a tamper is detected;
13. Provides downloads of monitoring and reporting schedule information to the participant worn device;
14. Allows for the monitoring of multiple participants at the same residential location;
15. Software that is Citrix compatible and able to run on Internet Explorer.

#### C. Evidence and Documentation

16. Historical documentation regarding a participant, utilizing graphical data collected by

- the centralized data center;
17. Snapshot documentation of an individual event regarding a participant;
  18. Alert severity indicators;
  19. Daily alert and other notifications provided via email, and/or text (if available), will reference enrolled case name and nysid ;
  20. Timely documentation of the reliability and accuracy of the transdermal alcohol testing system provided to support violation proceeding requirements in accord with case needs, but in no case provided in any more then five (5) business days;
  21. Data backup, protection, recovery and security;
  22. If required, the vendor will provide written certification of its monitoring process and results on a case specific basis and will make a representative available to provide expert testimony on behalf of the agency in violation proceedings or hearings where the vendor provided technology, equipment and/or reports is in question.
  23. The vendor should have a minimum of two years experience in provision of transdermal alcohol measurement services to criminal justice program(s) in the State of New York.

#### D. Training

24. Provides a minimum of three (3) on-site start-up training programs for agency staff on the dates and locations within New York State as specified by DOCCS;
25. Submits a written training curriculum to include, but not be limited to: understanding TAC testing; TAC testing system characteristics; product overview; installation and removal of system equipment; available equipment offerings; troubleshooting equipment issues; procedures for participant enrollment and testing schedules; benefits and limitations of TAC testing systems; alert notifications and suggested responses; technical support services provided; reports and use of data in violation proceedings;
26. Provides on-going and supplemental training offerings either on-site or via web based programs at a minimum of once per year after the initial start-up training offerings and on an as needed basis, based on any significant changes to the vendor provided equipment and/or technology.

#### E. Accessories and Spares

27. Provides necessary straps, tools, and other accessories for attaching and removing system equipment;
28. Supplies an inventory of fifteen (15) spare parts and, at a minimum, one (1) bracelet for every four (4) bracelets in use as spare participant equipment for use as immediate replacements as needed by the agency;
29. Mails or sends supplies to individual locations as designated by the agency.

#### F. Maintenance/ Repair/ Service Interruption Specifications

30. Arranges for repair or replacement of equipment requiring return within two (2) business days of notice by DOCCS;
31. Notifies central DOCCS contact of any scheduled service interruption 24 hours in advance of any such interruption and immediate written notification regarding any unscheduled interruption via e-mail; verbal notice by phone is required where written notice is not possible.

## G. Reports and Technical Support

32. Reports regarding individual participants, including alcohol use and tamper alerts will be sent to individual agency staff via e-mail or text (if available);
33. Graphical data regarding participants will be provided in writing upon agency request;
34. Reports kept indefinitely and retrievable upon agency request;
35. Summary management reports regarding individual participants, dates of system use, statewide equipment inventory status and billing details provided on a monthly basis to DOCCS in an easily readable format;
36. Technical support in operating and troubleshooting equipment will be available to agency staff as needed via phone on a daily basis, including evenings, weekends and holidays.
37. Report examples should be included in the proposal response.

## IV. Specific Items to Address

- A. Company Profile - a description of the bidder's services and activities, the corporate name, date of incorporation, State where incorporation is registered and the bidder's experience in providing TAC Testing Services. Indicate the number of employees, and location of major offices and other facilities that relate directly to the Bidder's performance under the terms of this RFP. Indicate the number and locations of sales and technically trained representatives who will be responsible to instruct adequately all DOCCS personnel in the use of the products and to resolve any problems, which may occur in their use. Responses to this RFP should also include a copy of the bidder's certificate of incorporation and should include product literature.
- B. Current TAC Testing Contracts - a listing and description of current contracts for the provision of TAC equipment and Monitoring Services to include the dates of the contracts and numbers of units installed. Include the name of all of the agencies contracted with (for TAC Testing purposes only).
- C. Financial Data - in order to determine the bidder's financial ability to perform the requirements of this RFP, DOCCS requires financial statements for the bidder for the last fiscal year. If the bidder is a subsidiary of another corporation, the financial statements of the bidder, as well as the consolidated financial statements of the parent company, shall be submitted. If the bidder is a parent corporation, parent-only financial statements, if available, and statements for the operating division that will perform these services shall be submitted. These statements shall be prepared in accordance with generally accepted accounting principals. Please include a Dunn and Bradstreet rating, if available, and the Federal Employer ID number. Any proprietary information offered should be clearly indicated and the basis upon which such proprietary interest is asserted.
- D. Terminated and Expired Contracts - a listing of terminated and expired contracts for TAC Testing equipment and Monitoring Services during the past three (3) years to include the dates of the contracts and the name of the agencies contracted with. Specify reason for termination of each contract.

- E. Litigation - the contractor should include with its bid, information concerning any judgments entered relating to its, or any of its subcontractors, TAC Testing equipment activities.
- F. References - Bidder should provide at least three (3) letters of reference from accounts where the services offered were similar to the services requested in this RFP. DOCCS may or may not contact the references provided. The reference letter should include:
  - 1. Company name (letterhead)
  - 2. Business address
  - 3. Contact person's name and title
  - 4. Contact person's telephone number
  - 5. Contact person's email address to whom inquiry as to vendor's experience and performance may be directed.

## V. Proposal Format

A. Proposals should be submitted in accord with the following format:

- 1. Standard 8.5 x 11 inch paper, one-inch margins all the way around, business print style font of not less than 12 points.
- 2. Response must include all items detailed in Section III, Scope of Services in no more than 20 (twenty) pages, double-spaced. A paragraph-by-paragraph response in chronological order (A1 - G37) is required. See Attachment C, Detailed Proposal Response Narrative.
- 3. Bidder must submit one (1) original and ten (10) copies of the proposal. The original proposal should be clearly marked on the outside cover.

B. Proposals should be submitted in the following **order**:

- 1. Proposal original plus ten (10) copies.
- 2. Completed and signed Application Cover Sheet (*Attachment B*).
- 3. Twenty (20) page maximum *double-spaced* Detailed Proposal Response Narrative (*Attachment C*)
- 4. Specific Items to Address - Company Profile, Certificate of Incorporation, Current Contract Listing, Financial Statements, Terminated & Expired Contract Listing, any Litigation information, and Reference Letters (*Attachment C; not counted toward 20-page maximum*).
- 5. Cost Sheet (*Attachment D; not counted toward 20-page maximum*).
- 6. Product Literature, Pamphlets, Training Outline, Report Examples, etc. (*not counted toward 20-page maximum*).
- 7. Compliance with Appendix A, MacBride Principles, MWBE Requirements (*if applicable*).
- 8. Completed State Finance Law §139j and §139k (*Attachment E - 4 Attachments*)

9. Legal Forms (*Attachment F*)
  - a. Worker's Compensation Insurance
  - b. Vendor Responsibility Questionnaire
  - c. Tax Certification
10. Signed Non-Disclosure Agreement (*Attachment G*)

**NOTE: ANY PROPOSAL THAT IS SUBMITTED LATE OR BY FAX WILL NOT BE CONSIDERED.**

## **VI. Financial Requirements**

### A. Billing

1. Contract Vendor must provide complete and accurate billing invoices to DOCCS in order to receive payment. Billing invoices submitted to DOCCS on a standard voucher must contain all information and supporting documentation, including case name, NYSID, and days in monitoring use.
2. Payment for invoices submitted by the Vendor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Vendor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at [www.osc.state.ny.us/epay/index.htm](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 Commissioner has expressly authorized by paper check as set forth above.**

### B. Proposal Cost

1. Proposals must clearly indicate requested pricing on ***Attachment D*** – Cost Sheet, and submit it as part of the proposal. The daily rate per participant must be submitted as **all-inclusive**. The following factors should be considered in determining all inclusive cost:
  - ✓ Daily rate per participant should include but not be limited to all services, equipment, maintenance, phone charges, shipping, and any other ancillary charges associated with the provision of alcohol monitoring on a per participant basis;
  - ✓ Adequate supply of back-up bracelets (at a minimum of one (1) bracelet for every four (4) bracelets in use), tools, straps, and necessary equipment at no additional cost. There will be no cost for units not in use;
  - ✓ Training at no additional cost (*see Section III, Scope D. 1.*);
  - ✓ Maintenance of the equipment for the length of the contract at no additional cost;
  - ✓ Expert testimony, if necessary, at no additional cost. However, travel costs associated with providing testimony are reimbursable at or below the NYS travel rates.



State Finance Law §§139-j and 139-k, also imposes certain restrictions on communications between the Department of Corrections and Community Supervision and Contractors during the procurement process. Potential Contractors are restricted from making contacts from the earliest notice of intent to solicit offers pursuant to the “Request for Proposal (RFP)” through final award and approval of the Procurement Contract by the Department of Corrections and Community Supervision and, if applicable, Office of the State Comptroller (“restricted period”) to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). Regarding this RFP process you may only contact staff in the Contract Management Unit; Barbara Farley, Associate Budget Analyst, Marla Henriquez, Contract Management Specialist I, and Lucretia Bailey, Contract Management Specialist I. Indicate your concurrence with this requirement in *Attachment E, Contractor’s Affirmation of Understanding of and Agreement pursuant to State Finance Law §139-j (3) and §139-j (6) (b), Attachment 2*.

Please note that during the RFP process the Department of Corrections and Community Supervision 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 Department of Corrections and Community Supervision to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j (*Attachment E, Contractor’s Disclosure of Prior Non-Responsibility Determinations, Attachment 3*). This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law §163(9). In accordance with State Finance Law §139-k, potential Contractor must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by DOCCS due to: (a) a violation of State Finance to the Department of Corrections and Community Supervision. 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.

The Department of Corrections and Community Supervision 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 (*Attachment E, Contract Termination Provision, Attachment 4*).

Accordingly, all potential Contractors submitting a proposal pursuant to this RFP must provide the four attached completed certification forms with their proposal.

## **VIII. Legal Forms**

### **A. Certificate of Worker's Compensation Insurance**

Workers' Compensation Requirements Under Wcl §57 - To assist the Department of Corrections and Community Supervision in enforcing Section 57 of the Workers' Compensation Law, organizations entering into contracts with the Department of Corrections and Community Supervision should provide ONE of the following forms:

[Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage \(CE-200\)](#); or

[Certificate of Workers' Compensation Insurance \(C-105.2\)](#) (the business' insurance carrier will send this form to the government entity upon request) Please Note: The State Insurance Fund provides its own version of this form, the U-26.3; or

[Certificate of Worker's Compensation Self-Insurance \(SI-12\)](#) (the business calls the Board's Self- Insurance Office at 518-402-0247); or

[Certificate of Group Worker's Compensation Self-Insurance \(GSI-105.2\)](#) (the business' Group Self- Insurance Administrator will send this form to the government entity upon request).

The certificate of exemption, Form CE-200 should only be used to show a government agency that the business is not required to obtain New York State workers' compensation and/or disability benefits insurance. Form CE-200 may not be used to "prove exemption" from workers' compensation and/or disability benefits insurance to another business or that business's insurance carrier.

### **B. ST-220TD & CA Tax Certification**

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

### **C. Vendor Responsibility Questionnaire**

The Department of Corrections and Community Supervision recommends that vendors file the required Vendor Responsibility Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at [www.osc.state.ny.us/vendrep/vendor\\_index.htm](http://www.osc.state.ny.us/vendrep/vendor_index.htm) or go directly to the VendRep System online at <https://portal.osc.state.ny.us>.

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

Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website [www.osc.state.ny.us/vendrep](http://www.osc.state.ny.us/vendrep) or may contact the Department of Corrections and Community Supervision for a copy of the paper form.

## **IX. Method of Award and Evaluation**

The Department of Corrections and Community Supervision will award a contract based upon evaluation of all aspects of the program according to the needs of the agency and the best interests of the State of New York. One award will go to the bidder whose proposal provides the best value as determined by DOCCS. If two offers are found to be equivalent, the daily rate per participant shall be the basis for determining the award recipient. The basis for determining the award shall be documented in the procurement record.

A DOCCS Committee of managers will evaluate all proposals to determine which proposal is most capable of implementing the requirements based on the following criteria:

### **Phase I**

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

#### **Pass/Fail Checklist**

- 1. Proposal original plus ten (10) copies.**
- 2. Completed and signed Application Cover Sheet (*Attachment B*).**
- 3. Twenty (20) page maximum *double-spaced* Detailed Proposal Response Narrative (*Attachment C*)**
- 4. Specific Items to Address - Company Profile, Certificate of Incorporation, Current Contract Listing, Financial Statements, Terminated & Expired Contract Listing, any Litigation information, and Reference Letters (*Attachment C; not counted toward 20-page maximum*).**
- 5. Cost Sheet (*Attachment D; not counted toward 20-page maximum*).**
- 6. Compliance with Appendix A, MacBride Principles, MWBE Requirements (*if applicable*).**
- 7. Completed State Finance Law §139j and §139k (*Attachment E - 4 Attachments*)**

## **Phase II**

Phase II will consist of an evaluation of your detailed proposal response narrative (Attachment C), including the proposed cost (Attachment D). Proposals will be evaluated based on thoroughness in responding to each item. All proposed services must be adequately and completely described. A paragraph-by-paragraph response in chronological order is required in order to provide the Evaluation Committee with the best method to review your proposal. The breakdown of points is outlined below:

**1. Scope of Services – 50 points**

**Response to Section III. A (1-8), B (9-15), C (16-23), D (24-26), E (27-29), F (30-31), G (32-37) See Attachment C – Detailed Proposal Response Narrative**

**2. Company Overview – 25 points**

**Response to Section IV. A – F, Specific Items to Address in Your Proposal  
See Attachment C – Detailed Proposal Response Narrative**

**3. Cost - 25 points**

**Cost Sheet - Attachment D**

The lowest Total Cost Per Year proposal will receive the maximum amount of points. Remaining proposals will receive points as follows: lowest Total Cost Per Year proposal, divided by the Total Cost Per Year proposal being evaluated, multiplied by the maximum number of points given.

The proposal that receives the highest overall score will be recommended for contract award. Such award, however, will be contingent upon a successful demonstration of the proposed system and equipment (if required by DOCCS) within seven (7) days of award notification. If required, such demonstration will take place at the DOCCS Central Office in Albany, NY. The product demonstration will not be scored; it will only be used to validate the information provided in the proposal.

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.

Unsuccessful bidders will be notified in writing and will be offered an opportunity to be debriefed. If a debriefing is requested, it will be scheduled at a date, and time convenient to both DOCCS and the applicants concerned.

To request that materials be protected from New York State Freedom of Information Law (FOIL) disclosure, the bidder must follow the procedures regarding the FOIL. If a vendor believes that any information in its response or subsequent communication constitutes proprietary and/or trade secret information and desires that such information not be disclosed if requested pursuant to the New York State Freedom of Information Law, Article 6 of the Public Officers Law, the respondent should make that assertion by clearly identifying, by page number, line, or other appropriate designation, the specific information requested to be protected from FOIL disclosure and the specific reason why such information should not be disclosed. Vague, non-specific, summary allegations that material is proprietary or trade-secret are inadequate and will not result in protection from FOIL disclosure. In the event any material is requested pursuant to FOIL, DOCCS will address each party's interests fully in accordance with the procedures required by Article 6 of the Public Officers Law.

## **X. Stipulations**

- A. Issuance of this RFP does not commit the DOCCS to award any contracts or to pay any costs involved in preparation of proposals. All proposals are submitted at the sole responsibility of the applicant.
- B. DOCCS reserves the right to amend, modify, or withdraw this RFP at any time and without notice to or liability to any applicant or other parties for expenses incurred in preparation of a proposal.
- C. The application shall be signed by an official authorized to bind the applicant and shall constitute a firm offer by the applicant for a minimum period of 90-days after proposal submission. The proposal shall serve as the basis for the contract with successful applicants.
- D. DOCCS reserves the right to:
  - 1. Amend RFP specifications to correct errors or oversights, and to supply additional information as it becomes available. All applicants who have received this RFP 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 RFP.
  - 5. Disqualify proposals that fail to meet requirements set forth in this RFP.
  - 6. Waive a mandatory requirement if unmet by all providers.
  - 7. Not proceed with an award.
  - 8. Cancel this RFP at any time when it is fiscally advantageous or otherwise in the best interest of the State to do so.
  - 9. Reject any and all proposals received in response to the RFP.
  - 10. Negotiate with Vendor regarding this RFP within the RFP requirements to serve the best interest of the State.

## **XI. RFP Questions**

Any questions related to this RFP should be e-mailed to the Contract Management Unit at [contracts@parole.state.ny.us](mailto:contracts@parole.state.ny.us). Questions must be submitted by Thursday, **November 3, 2011**. Answers to all questions will be mailed and posted on the DOCCS website no later than Friday, **November 4, 2011**.

## **XII. Proposed Submission and Due Dates**

The **original plus ten copies** of the completed proposal, with the attached application cover sheet and cost sheet, must be received no later than Monday, **November 14, 2011 at 12:00 Noon**. Any proposals received after this time cannot be accepted.

Proposals must be received in a sealed envelope marked "Proposal for Bid 2011- 02" and forwarded to:

NYS Department of Corrections and Community Supervision  
Contract Management Unit  
**Proposal for Bid 2011-02**  
97 Central Avenue  
Albany, NY 12206

**ATTACHMENT A**

Standard Clauses for All NYS Contracts

**APPENDIX A**

**STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS**

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

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## STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

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

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

required to be covered by the provisions of the Workers' Compensation Law.

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

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

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

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

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

**10. RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually

agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

**11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.** (a) 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 and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies,

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

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

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

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

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of

the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

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

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

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will

indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

**19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.**

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

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

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

NYS Department of Economic Development  
Division for Small Business  
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. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.**

Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

**23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.**

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

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

**25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.**

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

**ATTACHMENT B**

COVER SHEET  
PROPOSAL CHECKLIST

ATTACHMENT B  
NYS DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION  
RFP 2011-02  
TRANSDERMAL ALCOHOL CONCENTRATION (TAC) TESTING

**APPLICATION COVER SHEET**

**Applicant Legal Name:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

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

\_\_\_\_\_

**Phone:** \_\_\_\_\_

**Website Address:** \_\_\_\_\_ **E-Mail Address:** \_\_\_\_\_

**Federal Id #:** \_\_\_\_\_

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**Submitted By:**

Name and Title of Authorized Official: \_\_\_\_\_

\_\_\_\_\_

Signature of Authorized Official: \_\_\_\_\_

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

**Note:** Signature lends applicant to a firm offer for a 90-day period from the date of the submission.

ATTACHMENTB  
NYS DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION  
RFP 2011-02  
TRANSDERMAL ALCOHOL CONCENTRATION (TAC) TESTING

**PROPOSAL CHECKLIST:**

**Completed and submitted the following:**

- 1. \*Proposal original plus ten (10) copies.
- 2. \*Completed and Signed Application Cover Sheet (*Attachment B*).
- 3. \*Twenty (20) page maximum *double-spaced* Detailed Proposal Response Narrative (*Attachment C*).
- 4. \*Specific Items to Address - Company Profile, Certificate of Incorporation, Current Contract Listing, Audited Financial Statements, Terminated & Expired Contract Listing, any Litigation information, and Reference Letters (*Attachment C; not counted toward 20-page maximum*).
- 5. \*Cost Sheet (*Attachment D; not counted toward 20-page maximum*).
- 6. Product Literature, Pamphlets, Training Outline, Report Examples, etc. (*not counted toward 20-page maximum*).
- 
- 7. \*Compliance with Appendix A, MacBride Principles, MWBE Requirements (*if applicable*).
- 8. \*State Finance Law §139j and §139k (*Attachment E -4 Attachments*)
  - \*Contractor's Certification of Compliance - *Attachment 1*
  - \*Contractor's Affirmation of Understanding of and Agreement - *Attachment 2*
  - \*Contractor's Disclosure of Prior Non-Responsibility Determinations - *Attachment 3*
  - \*Contract Termination Provision - *Attachment 4*
- 9. Completed Legal Forms (*Attachment F*):
  - a. Worker's Compensation Insurance
  - b. Vendor Responsibility Questionnaire - Check one of the following:
    - A Vendor Responsibility Questionnaire has been filed online and has been certified/updated within the last six months; OR,
    - A Vendor Responsibility Questionnaire is attached to this bid/proposal.
  - c. Tax Certification
- 10. Signed Non-Disclosure Agreement (*Attachment G*).

**Checklist complete - Vendor's Signature:** \_\_\_\_\_

\*Pass/Fail Checklist mandatory requirements

**ATTACHMENT C**

**DETAILED PROPOSAL RESPONSE NARRATIVE**

ATTACHMENT C  
NYS Department of Corrections and Community Supervision  
RFP 2011-02 Transdermal Alcohol Concentration (TAC) Testing

Detailed Proposal Response Narrative

**1. Scope of Services (50 points)**

**Response to Section III. A (1-8), B (9-15), C (16-23), D (24-26), E (27-29), F (30-31), G (32-37)**

**A. Participant Worn TAC Device(s)**

1. Provides participant worn equipment that samples an individual participant's Transdermal Alcohol Concentration (TAC) and measures for and reports on alcohol consumption up to 80mg/dl on a 24/7 basis.
2. Provides the ability for the system equipment to be customized to the individual participant.
3. Utilizes equipment that is lightweight, insect-proof, poses no health hazard and does not unduly restrict the activities of the participant either at home or at work.
4. Equipment is, at a minimum, shock, water and tamper-resistant.
5. Capable of downloading and storing date and time stamped participant data regarding alcohol consumption and tamper information until a minimum of 140 sample results have been stored or for a period up to a minimum of 72 hours, preferably for up to a 5 day period.
6. Where battery operation is utilized, continuous operating battery life of a minimum of two months is provided and battery replacement at no extra charge.
7. Collects, transfers, and stores historical participant information (alcohol consumption and tamper information) in an encrypted manner; records kept indefinitely and retrievable upon agency request.
8. Provides written instructions, support and all necessary equipment for staff to implement the system, including participant equipment installation, system enrollment and program removal. Response should include any product literature, pamphlets, etc.

**B. Data Collection Device, Software and Centralized Data Center**

9. Has the capacity to utilize either cellular, digital, and/or an analog phone line as well as a direct connect device (if these technologies might not be available in a particular field setting) to a modem utilizing 900 MHz or 314.2 MHz radio frequency to transfer stored encrypted data via the internet.
10. Monitors the participant worn TAC device.

ATTACHMENT C  
NYS Department of Corrections and Community Supervision  
RFP 2011-02 Transdermal Alcohol Concentration (TAC) Testing

Detailed Proposal Response Narrative

11. Provides a centralized and controlled data center and support staff that monitors participant information received via the internet and provides analysis of and notifications to agency staff of alcohol readings, tamper alerts, communication failures, equipment issues, maintenance needs and/or malfunctions on a 24/7 basis, 365 days per year.
12. Provides date and time stamped testing every 30 minutes or less once alcohol or a tamper is detected.
13. Provides downloads of monitoring and reporting schedule information to the participant worn device.
14. Allows for the monitoring of multiple participants at the same residential location.
15. Software that is Citrix compatible and able to run on Internet Explorer.

C. Evidence and Documentation

16. Historical documentation regarding a participant, utilizing graphical data collected by the centralized data center.
17. Snapshot documentation of an individual event regarding a participant.
18. Alert severity indicators.
19. Daily alert and other notifications provided via email, and/or text (if available), will reference enrolled case name and NYSID.
20. Timely documentation of the reliability and accuracy of the transdermal alcohol testing system provided to support violation proceeding requirements in accord with case needs, but in no case provided in any more than five (5) business days.
21. Data backup, protection, recovery and security.
22. If required, the vendor will provide written certification of its monitoring process and results on a case specific basis and will make a representative available to provide expert testimony on behalf of the agency in violation proceedings or hearings where the vendor provided technology, equipment and/or reports is in question.
23. The vendor should have a minimum of two years experience in provision of transdermal alcohol measurement services to criminal justice program(s) in the State of New York.

ATTACHMENT C  
NYS Department of Corrections and Community Supervision  
RFP 2011-02 Transdermal Alcohol Concentration (TAC) Testing

Detailed Proposal Response Narrative

D. Training

24. Provides a minimum of three (3) on-site start-up training programs for agency staff on the dates and locations within New York State as specified by DOCCS.
25. Submits a written training curriculum to include, but not be limited to: understanding TAC testing; TAC testing system characteristics; product overview; installation and removal of system equipment; available equipment offerings; troubleshooting equipment issues; procedures for participant enrollment and testing schedules; benefits and limitations of TAC testing systems; alert notifications and suggested responses; technical support services provided; reports and use of data in violation proceedings.
26. Provides on-going and supplemental training offerings either on-site or via web based programs at a minimum of once per year after the initial start-up training offerings and on an as needed basis, based on any significant changes to the vendor provided equipment and/or technology.

E. Accessories and Spares

27. Provides necessary straps, tools, and other accessories for attaching and removing system equipment.
28. Supplies an inventory of fifteen (15) spare parts and spare participant equipment for use as immediate replacements as needed by the agency.
29. Mails or sends supplies to individual locations as designated by the agency.

F. Maintenance/ Repair/ Service Interruption Specifications

30. Arranges for repair or replacement of equipment requiring return within two (2) business days of notice by DOCCS.
31. Notifies central DOCCS contact of any scheduled service interruption 24 hours in advance of any such interruption and immediate written notification regarding any unscheduled interruption via e-mail; verbal notice by phone is required where written notice is not possible.

G. Reports and Technical Support

32. Reports regarding individual participants, including alcohol use and tamper alerts will be sent to individual agency staff via e-mail or text (if available).

ATTACHMENT C  
NYS Department of Corrections and Community Supervision  
RFP 2011-02 Transdermal Alcohol Concentration (TAC) Testing

Detailed Proposal Response Narrative

33. Graphical data regarding participants will be provided in writing upon agency request.
34. Reports kept indefinitely and retrievable upon agency request.
35. Summary management reports regarding individual participants, dates of system use, statewide equipment inventory status and billing details provided on a monthly basis to DOCCS in an easily readable format.
36. Technical support in operating and troubleshooting equipment will be available to agency staff as needed via phone on a daily basis, including evenings, weekends and holidays.
37. Report examples should be included in the proposal response.

**2. Company Overview (25 points)**

**Response to Section IV - Specific Items to Address in Your Proposal**

- A. Company Profile - a description of the bidder's services and activities, the corporate name, date of incorporation, State where incorporation is registered and the bidder's experience in providing TAC Testing Services. Indicate the number of employees, and location of major offices and other facilities that relate directly to the Bidder's performance under the terms of this RFP. Indicate the number and locations of sales and technically trained representatives who will be responsible to instruct adequately all DOCCS personnel in the use of the products and to resolve any problems, which may occur in their use. Responses to this RFP should also include a copy of the bidder's certificate of incorporation and should include product literature.
- B. Current TAC Testing Contracts - a listing and description of current contracts for the provision of TAC equipment and Monitoring Services to include the dates of the contracts and numbers of units installed. Include the name of all of the agencies contracted with (for TAC Testing purposes only).
- C. Financial Data - in order to determine the bidder's financial ability to perform the requirements of this RFP, DOCCS requires financial statements for the bidder for the last fiscal year. If the bidder is a subsidiary of another corporation, the financial statements of the bidder, as well as the consolidated financial statements of the parent company, shall be submitted. If the bidder is a parent corporation, parent-only financial statements, if available, and statements for the operating division that will perform these services shall be submitted. These statements shall be prepared in accordance with generally accepted accounting principals. Please include a Dunn and Bradstreet rating, if available, and the Federal Employer ID number. Any proprietary information offered should be clearly indicated and the basis upon which such proprietary interest is asserted.

ATTACHMENT C  
NYS Department of Corrections and Community Supervision  
RFP 2011-02 Transdermal Alcohol Concentration (TAC) Testing

Detailed Proposal Response Narrative

- D. Terminated and Expired Contracts - a listing of terminated and expired contracts for TAC Testing equipment and Monitoring Services during the past three (3) years to include the dates of the contracts and the name of the agencies contracted with. Specify reason for termination of each contract.
- E. Litigation - the contractor should include with its bid, information concerning any judgments entered relating to its, or any of its subcontractors, TAC Testing equipment activities.
- F. References - Bidder should provide at least three (3) letters of reference from accounts where the services offered were similar to the services requested in this RFP. DOCCS may or may not contact the references provided. The reference letter should include:
  - 1. Company name (letterhead)
  - 2. Business address
  - 3. Contact person's name and title
  - 4. Contact person's telephone number
  - 5. Contact person's email address to whom inquiry as to vendor's experience and performance may be directed.

**3. Cost (25 points)**

Proposal must clearly indicate requested pricing on *Attachment D - Cost Sheet* and submitted as part of the proposal.

**ATTACHMENT D**

**COST SHEET**

**ATTACHMENT D**  
**NYS DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION**  
**RFP 2011-02**  
**TRANSDERMAL ALCOHOL CONCENTRATION (TAC) TESTING**

**COST SHEET**

Vendor: \_\_\_\_\_

The daily rate per participant must be submitted as **all-inclusive**. The following factors should be considered in determining all inclusive cost:

- ✓ Daily rate per participant should include but not be limited to all services, equipment, maintenance, phone charges, shipping, and any other ancillary charges associated with the provision of alcohol monitoring on a per participant basis;
- ✓ Adequate supply of back-up bracelets, tools, straps, and necessary equipment for at no additional cost. There will be no cost for units not in use;
- ✓ Training at no additional cost (*see Section III, Scope of Service, D. Training.*);
- ✓ Maintenance of the equipment for the length of the contract at no additional cost;
- ✓ Expert testimony, if necessary, at no additional cost. However, travel costs associated with providing testimony are reimbursable at or below the NYS travel rates.

$$\begin{array}{rcl}
 \$ \frac{\quad}{\text{Daily Rate per Participant}} & \times & \frac{\mathbf{8}}{\text{Estimated \# of TAC Bracelets In service per Day}} = \$ \frac{\quad}{\text{Total Cost per Day}} \\
 \\
 \times \frac{\mathbf{365}}{\text{Days per Year}} & = & \$ \frac{\quad}{\text{Total Cost per Year}}
 \end{array}$$

The number of TAC bracelets in use at any one time during the day/month/year are not guaranteed; the number may increase or decrease during the term of the contract at the cost per participant bid. Bid prices will be in effect during the entire contract period; no price adjustments will be allowed.

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
Date

**ATTACHMENT E**

State Finance Law §139j and §139k

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

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 Department of Corrections and Community Supervision with respect to State Finance Law §139-k is complete, true and accurate (*Contractor's Certification of Compliance with State Finance Law §139-k(5)\* Attachment 1*). In addition, State Finance Law §139-j(6) requires that the Department of Corrections and Community Supervision 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 Department of Corrections and Community Supervision and Contractors during the procurement process. Potential Contractors are restricted from making contacts from the earliest notice of intent to solicit offers pursuant to the "Request for Proposal (RFP)" or "Invitation for Bid (IFB)" through final award and approval of the Procurement Contract by the Department of Corrections and Community Supervision and, if applicable, Office of the State Comptroller ("restricted period") to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). Regarding this RFP/IFB process you may only contact staff in the Contract Management Unit; Barbara Farley, Associate Budget Analyst, Marla Henriquez, Contract Management Specialist I, and Lucretia Bailey, Contract Management Specialist I. Indicate your concurrence with this requirement in *Contractor's Affirmation of Understanding of and Agreement pursuant to State Finance Law §139-j (3) and §139-j (6) (b), Attachment 2*. Please note that during the RFP/IFB process that the Department of Corrections and Community Supervision 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 Department of Corrections and Community Supervision to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j (*Contractor's Disclosure of Prior Non-Responsibility Determinations, Attachment 3*). This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law §163(9). In accordance with State Finance Law §139-k, potential Contractor must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by the Division due to: (a) a violation of State Finance to the Department of Corrections and Community Supervision. 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.

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

Accordingly, all potential Contractors submitting a proposal pursuant to this RFP/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 Department of Corrections and Community Supervision with respect to State Finance Law §139-k is complete, true and accurate.*

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

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

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

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

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

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

**Attachment 2**

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

Contractor affirms that it understands and agrees to comply with the procedures of the Department of Corrections and Community Supervision relative to permissible Contacts as required by State Finance Law §139-j (3) and §139-j (6) (b).

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

Signature

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

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

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

# **ATTACHMENT F**

Legal Forms

## **Workers' Compensation Requirements Under WCL §57**

To assist the Department of Corrections and Community Supervision in enforcing Section 57 of the Workers' Compensation Law, organizations entering into contracts with the Department of Corrections and Community Supervision should provide ONE of the following forms:

[Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage \(CE-200\)](#); or

[Certificate of Workers' Compensation Insurance \(C-105.2\)](#) (the business' insurance carrier will send this form to the government entity upon request) Please Note: The State Insurance Fund provides its own version of this form, the U-26.3; or

[Certificate of Worker's Compensation Self-Insurance \(SI-12\)](#) (the business calls the Board's Self- Insurance Office at 518-402-0247); or

[Certificate of Group Worker's Compensation Self-Insurance \(GSI-105.2\)](#) (the business' Group Self- Insurance Administrator will send this form to the government entity upon request).

The certificate of exemption, Form CE-200 should only be used to show a government agency that the business is not required to obtain New York State workers' compensation and/or disability benefits insurance. Form CE-200 may not be used to "prove exemption" from workers' compensation and/or disability benefits insurance to another business or that business's insurance carrier.



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

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

(name)

(title)

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

(Mark an X in only one box)

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

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

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

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

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

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

## Instructions

### General information

Tax Law section 5-a was amended, effective April 26, 2006. On or after that date, in all cases where a contract is subject to Tax Law section 5-a, a contractor must file (1) Form ST-220-CA, *Contractor Certification to Covered Agency*, with a covered agency, and (2) Form ST-220-TD with the Tax Department before a contract may take effect. The circumstances when a contract is subject to section 5-a are listed in Publication 223, Q&A 3. 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:

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

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

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF }
: SS.:
COUNTY OF }

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

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

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

Notary Public

Registration No.

Privacy notification

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 287, 308, 429, 475, 505, 697, 1096, 1142, and 1415 of that Law; and may require disclosure of social security numbers pursuant to 42 USC 405(c)(2)(C)(i).
This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information programs as well as for any other lawful purpose.
Information concerning quarterly wages paid to employees is provided to certain state agencies for purposes of fraud prevention, support enforcement, evaluation of the effectiveness of certain employment and training programs and other purposes authorized by law.
Failure to provide the required information may subject you to civil or criminal penalties, or both, under the Tax Law.
This information is maintained by the 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)*





## VendRep System Checklist

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

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

Description	Complete
<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>• <b>Vendor Name:</b> Legal Business Name</li> <li>• <b>Vendor ID:</b> New York State Vendor Identification Number</li> </ul> <p><i>Note: The Vendor ID is <u>not</u> the Taxpayer ID Number.</i></p> <p>If you do not currently have a NYS Vendor ID, contract the OSC Helpdesk at 518-408-4672, 866-370-4672 or <a href="mailto:ciohelpdesk@osc.state.ny.us">ciohelpdesk@osc.state.ny.us</a>.</p>	<input type="checkbox"/>
<p><b>Step 2. Create User Password</b></p> <p>You will receive two e-mails from OSC providing instructions for secure access to the New York State VendRep System. Follow the instructions and link provided in the email to create a new password.</p>	<input type="checkbox"/>
<p><b>Step 3. Create Additional Users and Assign VendRep Roles</b></p> <p>To complete and certify a Vendor Responsibility Questionnaire, you must assign each of the following roles to one or more users:</p> <ul style="list-style-type: none"> <li>• Administrator</li> <li>• Contributor</li> <li>• Certifier</li> </ul> <p>You must determine each user's appropriate role assignment. Any user may have more than one role assigned.</p>	<input type="checkbox"/>
<p><b>Step 4. 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><i>Note: The user must have the "Administrator" role to complete Basic Vendor Data.</i></p> <p>This information determines the type of Vendor Responsibility Questionnaire that is provided to the entity to complete, i.e., For Profit or Not-For-Profit and whether the business entity bids on construction contracts.</p>	<input type="checkbox"/>
<p><b>Step 5. Complete a Vendor Responsibility Questionnaire</b></p> <p><i>Note: The user(s) must have a "Contributor" role to start or answer a questionnaire.</i></p> <p>From either the Summary or Home page, go to the Forms section and select "Start New" to begin answering the questionnaire. Each question in a section must be answered for the section to be complete. When each section is complete, the option to certify the questionnaire will be available at the bottom of the Form Overview page.</p>	<input type="checkbox"/>
<p><b>Step 6. Certify a Vendor Responsibility Questionnaire</b></p> <p><i>Note: The user must have a "Certifier" role to certify the questionnaire.</i></p> <p>The Certifier must review the responses, confirming the information is truthful, accurate and complete. To certify the questionnaire responses, the assigned user clicks the "Certify" button at the bottom of the Overview page and then selects "Certify Responses" to complete the online questionnaire.</p> <p>Authorized State contracting entity users will not be able to view the questionnaire until a Certifier has completed Step 6.</p>	<input type="checkbox"/>

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

**ATTACHMENT G**

Non-Disclosure Agreement



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## Disclosure of New York State Department of Corrections and Community Supervision Information

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**THIS NONDISCLOSURE AGREEMENT** is entered into as of \_\_\_\_\_ by the New York State Department of Corrections and Community Supervision (“DOCCS”) which is the party disclosing confidential information, and \_\_\_\_\_, which is the party receiving confidential information (“Recipient”), in order to protect the confidential information which is disclosed to the Recipient by DOCCS.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The Recipient’s representatives for receiving confidential information are employees of \_\_\_\_\_. Recipient shall not disclose the confidential information to any of its employees other than those who have a need to review it and which employees are legally obligated to honor the confidentiality provisions herein.

2. The confidential information disclosed by DOCCS under this Agreement is described as information regarding parolees who wear transdermal alcohol concentration testing bracelets.

3. The Recipient shall keep the information confidential and shall use the confidential information only for monitoring parolees who wear transdermal alcohol concentration testing bracelets. The Recipient shall not make any copies of the confidential information except as necessary for its employees who are entitled to view it under Section 1 above. Any copies made shall be identified as belonging to DOCCS and marked “confidential” or with a similar legend.

4. The Recipient shall, where applicable, protect the confidential information in a manner consistent with the Health Insurance Portability and Accountability Act (“HIPAA”) of 1996 Privacy and Security provisions and all other applicable regulations.

5. The Recipient shall comply with all Federal and State regulations intended to protect criminal history records as they apply to the confidential information.

6. The Recipient shall comply with all DOCCS directives, policies, practices and procedures as they apply to the protection of the confidential information.

7. The Recipient shall, in the event, of unauthorized disclosure of the confidential information, immediately notify DOCCS, in writing, and fully comply with the requirements of the New York State Breach Notification Act.

8. To the extent permitted by law, the Recipient shall protect the disclosed confidential information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication of the confidential information as the Recipient uses to protect its own confidential information of a like nature.

9. The Recipient shall have a duty to protect all confidential information which is disclosed to it, whether disclosed in writing, orally or in any other manner and which is identified as confidential at the time of disclosure. If the disclosure is in writing, it shall be marked “**confidential**.” If a disclosure is not in writing, DOCCS shall provide Recipient with a written memorandum summarizing and designating such information as confidential within thirty (30) days of the disclosure.

10. This agreement controls information that is disclosed to Recipient between the effective date (the date of last signature) and end of the contract.

11. The Recipient’s duties under paragraph 3,4,5,6 & 7 of this Agreement shall expire six (6) years after the information is received. The recipient shall return or destroy all DOCCS confidential information. Paper documents are to be shredded. Electronically stored information is to be destroyed by shredding or securely wiping the media.

12. This Agreement imposes no obligation upon the Recipient with respect to confidential information which (a) was in the Recipient’s possession before receipt by DOCCS; (b) is or becomes a matter of public knowledge through no fault of the Recipient; (c) is received by the Recipient from a third party without a duty of confidentiality; (d) is disclosed by DOCCS to a third party without a duty of confidentiality on the third party; (e) is independently disclosed by the Recipient with DOCCS’ prior written approval; (f) is developed by the Recipient without reference to information disclosed hereunder.

13. DOCCS warrants that it has the right to make the disclosure under this Agreement.

14. Neither party acquires any intellectual property under this Agreement.

15. Neither party has an obligation under this Agreement to purchase, sell or license any service or item from the other party.

16. The Recipient shall adhere to U.S. Export Administration laws and Regulations and shall not export or re-export technical data, information or products received from DOCCS or the direct product of such technical data or information to any proscribed

country listed in the U.S. Export Administration Regulations, unless properly authorized by the U.S. Government.

17. The parties do not intend that any agency or partnership be created between them by this Agreement.

18. All additions or modifications to this Agreement must be in writing and signed by both parties.

19. This Agreement is made under and shall be governed by the laws of the United States.

20. This Agreement may be terminated immediately by either party upon delivery of written notice of termination to the other party. Such termination shall not affect Recipient's duty with respect to confidential information disclosed prior to termination.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first above written.

NYS Department of Corrections and  
Community Supervision

\_\_\_\_\_  
(Please Specify Company)

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

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

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

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

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

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

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

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

Forward all executed copies of nondisclosure agreements to:

NYS Department of Corrections and Community Supervision  
Information Security Officer  
Building 2  
1220 Washington Avenue  
Albany, New York 12226-2050