

New York State Department of  
Corrections and Community Supervision



Request for Proposal # 2014-03

For

**Psychological Evaluations of Applicants  
for the Positions of New York State:**

**Correction Officer  
Parole Officer  
Warrant and Transfer Officer  
Institution Safety Officer**

**Issue Date:** February 25, 2014

**Proposal Due Date:** April 4, 2014

**Designated Contact**

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518-436-7886 Ext-3130

## Notice to Proposers

1. Read the entire RFP document. Note the key issues such as event dates, mandatory requirements, and proposal packaging requirements.
2. The successful Proposer must be able to provide Psychological Evaluations for all positions listed on the cover page. **Only one contract will result from this RFP.**
3. Proposers are permitted to communicate with the designated contacts **only**. Note the names and contact information for these contacts (Section 1.2).
4. Any amendments, clarifications, responses to questions, and updates to this RFP will be posted on the NYS Contract Reporter website (<https://www.nyscr.ny.gov/>) and the DOCCS/Community Supervision Web site <https://www.parole.ny.gov/RFPs.html>.
5. Proposals must address all amendments, clarifications, or updates pertaining to this solicitation document.
6. Take full advantage of the Questions and Answers opportunities. All questions must be submitted in writing to the designated email address by the date and time specified in subsection 1.5, *Key Events and Dates*.
7. Proposals are to include a cover letter as outlined in Section 2.2.1.
8. Review the RFP document and your proposal (Proposal page in Attachment A). Make sure all requirements are addressed and all submission copies are identical and complete.
9. Complete and submit with your proposals all required forms in Attachment 1 & 2 (and referenced throughout the RFP).
10. Package your proposals as instructed in Sections 2.4 and 2.5.
11. Submit your proposals so that they are received by the designated due date and time (see section 2.5). **DOCCS will not consider proposal submissions that arrive after the time specified on the due date.**

## Glossary of Terms

<u>Term</u>	<u>Definition</u>
Commissioner	Commissioner of the Department of Corrections and Community Supervision or duly authorized representative
Contractor	Successful Proposer awarded contract
DOCCS	Department of Corrections and Community Supervision
RFP	Request for Proposal
Issuing Office	Department of Corrections and Community Supervision, Division of Support Operations/Contract Procurement Unit
Offerer / Proposer / Bidder / Offeror	Any person, partnership, firm, corporation or other authorized entity submitting a proposal to the State pursuant to this RFP.
Vendor	Contractor

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Attachment 2	Required Forms

# 1. Introduction

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## 1.1 Overview

The New York State Department of Corrections and Community Supervision is requesting proposals for consultant services to conduct psychological evaluations of applicants for the position of New York State:

- Correction Officer
- Parole Officer
- Warrant and Transfer Officer
- Institution Safety Officer in New York State

The objective of the psychological evaluations is to identify applicants who are psychologically unsuited for careers as law enforcement officers with the New York State Department of Corrections and Community Supervision, hereinafter known as the Department or DOCCS.

This Request for Proposal (RFP) contains information and instructions to enable interested proposers to prepare and submit proposals and accompanying material. To be considered responsive, a proposer must submit a complete proposal that satisfies all requirements as stated in this RFP. The RFP outlines the Departments requirements, evaluation criteria and proposer's responsibilities. It also describes the terms and conditions that the successful proposer will be expected to accept as part of a contract.

Any exceptions or objections to terms, conditions, and requirements of this RFP must be submitted in writing. See section 3.8 – Proposal Exceptions.

Proposals that do not include all elements as stated in the RFP may not be accepted as meeting the requirements to be considered responsive.

## 1.2 Designated Contact

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

Deborah Jackson, Contract Management Specialist

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

Phone: 518-436-7886 ext 3150

In the event the designated contact is not available, the alternate designated contact is:

Mark Joly, Contract Management Specialist

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

Phone: 518-436-7886 ext 3130

### 1.3 Qualifications of Prospective Proposers

The Proposer shall meet the following qualifications:

- a) The Proposer must have maintained an organization capable of performing the work herein described, and have been in continuous operation for at least the past 3 years. If this is not proven through the submission of a Dun & Bradstreet Business Information Report, then the proposer must provide additional evidence that it meets this requirement.
- b) DOCCS reserves the right to investigate or make any inquiry into the capabilities of any proposer to properly perform under any resultant contract.

### 1.4 Optional Pre-Bid Conference

- a) Proposers intending to submit a proposal are strongly encouraged to attend a pre-bid conference to be held Wednesday, March 19, 2014 at 11:00 a.m. at New York State Department of Corrections and Community Supervision, 800 North Pearl Street, Menands, New York 12204.
- b) Please pre-register by calling Michele Bianco at 518-436-7886 ext. 3135 or by email at [doccscontracts@doccs.ny.gov](mailto:doccscontracts@doccs.ny.gov) with attendee's names limited to three individuals per organization. There will be no break for lunch, but attendees are welcome to bring a beverage and snack.
- c) All questions to be answered at the pre-bid conference shall be directed to the Department's Designated Contact as identified in Section 1.2.
- d) Specific questions concerning the RFP shall be submitted in writing (e-mail is preferred) no later than two (2) days prior to the pre-bid conference. Send to the attention of the Designated Contact, identified in Section 1.2, so they can be answered at the conference. A list of all questions sent in by all interested parties shall be made available at the start of the pre-bid conference.
- e) Questions not submitted in writing prior to the pre-bid conference may be deferred and included in the official minutes of the conference. The responses will be sent to each proposer's official representative attending the conference, as well as those proposers originally sent the RFP. The responses will also be posted on the New York State Contract Reporter and the agency's websites.
- f) Verbal answers are not official answers. Official answers to all questions will be distributed in the form of an addendum. Only answers provided by the addendum are considered official.
- g) The responses to the questions will be supplied in writing within five (5) business days after the conference.

## 1.5 Key Events and Dates

Events	Dates
Request For Proposal (RFP) Issued	February 25, 2014
Pre-Bid Conference	March 19, 2014 11:00AM
Proposers Question Deadline	March 20, 2014 (close of business)
DOCCS Issues Responses to Questions	March 27, 2014
Proposal Due Date to DOCCS (Contract Procurement Unit, Menands, NY)	April 4, 2014 4:00 PM
Selection of Winning Proposal (Estimated)	April 30, 2014
Contract Start Date	July 1, 2014 or upon OSC approval

## 2. Proposal Submission

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### 2.1 RFP Questions and Clarifications

Please direct all questions and requests for clarification regarding this RFP to the Designated Contact or the Alternate Contact as identified in Section 1.2.

Questions and requests for clarification are only accepted via mail and email. Official responses to all questions will be posted in the form of an addendum at the following:

- Agency website <https://www.parole.ny.gov/RFPs.html> and
- NYS Contract Reporter website <https://www.nyscr.ny.gov/>

Only answers provided by addendum are considered official. Deadline for submission of questions will be as stated in Section 1.5 - Key Events. Any questions received after the due date and time in Section 1.5 - Key Events may not be addressed. It is each proposer's responsibility to visit the above websites to determine if any addenda are issued regarding this solicitation prior to submitting a proposal.

### 2.2 Proposal Format and Content

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

#### 2.2.1 Cover Letter

Include in the cover letter the name, position, appropriate license numbers(s), address and telephone number of the person(s) with authority to represent the Vendor;

The cover letter should confirm that:

- the proposer understands all the terms and conditions contained in this RFP and will comply with all the provisions of this RFP;
- the proposer agrees to adhere to the Scope of Services (Section 4);
- if the contract is awarded to your company, the proposer would be prepared to begin services following approval of the NYS Office of the State Comptroller (OSC) or 07/01/14, whichever is later.;
- the full contact information of the person(s) DOCCS should contact regarding the proposal;
- the name(s) of principal(s) of the company responsible for this contract, their function, title and number of years of service with company is included;
- the proposer is aware of the confidential nature of these documents, and will confirm that they have procedures in place regarding document security measures to protect and keep the transcripts free from threat and damage or disclosure to other sources;
- the required documentation is signed by a proposer's representative authorized to make contractual obligations; and
- the proposer is willing to keep the proposal in effect for 120 days.

## 2.2.2 Schedule of Fees

The proposal must include an all inclusive per candidate fee for a full psychological evaluation, including but not limited to:

- licenses
- insurances
- profit
- written psychological tests
- scoring
- personal interview of the applicant
- statistical reports by a New York State licensed psychologist
- written narrative evaluation report unique to each applicant
- the required summary reports on predictive validity and adverse impact
- all travel
- per diem
- incidental costs
- cost to provide space for personal interviews
- proctors for written exams
- expert testimony
- court appearances related to litigation
- all services provided in the terms of this agreement

The above all inclusive per candidate fee must be specified for each year of the contract.

The Contractor will only be paid for those applicants who complete the full psychological evaluation. The Contractor will NOT receive compensation for any missed or canceled interview appointments or for materials used by applicants tested but not interviewed.

**THIS COMPONENT OF THE PROPOSAL MUST BE SUBMITTED AT THE SAME TIME AS THE OTHER PORTIONS OF THE PROPOSAL BUT IN A SEPARATE SEALED ENVELOPE LABELED "SCHEDULE OF FEES".**

## 2.2.3 Required Procurement Forms

Proposers shall submit the completed documents in Attachment 2, Required Forms.

## 2.3 Proposal Preparation

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

## 2.4 Packaging of RFP Response

**Please complete and submit two (2) originals and five (5) exact copies of your technical proposal. Also provide two (2) originals and two (2) exact copies of your Schedule of Fees and Attachment 1 - *Required Forms*, as well as any proposal addenda.**

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

- Proposer's complete name and address
- RFP Number – 2014-03
- Proposal Due Date and Time: (as indicated in Section 1.5 - Key Events and Dates)
- Note on front in large letters “**BID ENCLOSED**”

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

## 2.5 Instructions for Proposal Submission

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

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

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

DOCCS will not consider e-mailed or faxed proposal submissions.

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

Proposals must be received in the Contract Procurement Unit on or before the date and time indicated in section 1.5 - Key Events and Dates.

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

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

Proposals must remain open and valid for 120 days from the due date, unless the time for awarding the contract is extended by mutual consent of DOCCS and the Proposer. A proposal shall continue to remain an effective offer, firm and irrevocable, subsequent to such 120 day period until either tentative award of the contract by Issuing Office is made or withdrawal of the proposal in writing by the Proposer. Tentative award of the contract shall consist of written notice to that effect by the Issuing Office to the successful Proposer. This RFP remains the property of the State at all times, and all responses to this RFP, once delivered, become the property of the State and will not be returned.

The successful proposal, this RFP and any subsequent addenda, will be made part of the contract.

## **2.5.1 Proposal Content and Format**

### a) Overview

The rules established for proposal content and format will be rigidly enforced. Deviation from the rules prescribed herein may subject the proposal to outright disqualification. It is in the best interest of the proposer to become familiar with the constraints imposed on its proposal so that the evaluation process can proceed in a timely manner.

IT IS RECOMMENDED THAT ALL PROPOSALS BE PRESENTED NO SMALLER THAN A 12-POINT FONT FORMAT AND EACH ITEM MUST ADHERE TO PAGE LIMITATIONS AS INDICATED.

### b) Submission of Sealed Proposals

Proposals must be in a sealed package and submitted by 4:00 p.m., Friday, April 04, 2014. All copies of proposals should be submitted in one single sealed package. That package should contain the cost component of the proposal, which must be provided in a sealed envelope labeled "Schedule of Fees", and a separate sealed package that includes all other sections of the proposal.

### c) Binding of the Proposal

Each proposer should prepare their proposal with sequentially numbered pages and submit the technical portion in 3-ring binders so that updated pages can be easily incorporated into the original. The official name of the firm submitting the proposal should appear on the outside front cover of each proposal binder.

### d) Table of Contents

Each proposal should incorporate a Table of Contents with sections identified identical to the Table of Contents used for this RFP on pages iv and v. Using this Table of Contents, the issuing office will evaluate conformance to uniform proposal content and format. Evaluators will not search through the proposer's standard literature to find requested information.

### e) Index Tabs

Each proposal should have each major section of the proposal identified with index tabs to identify the major sections of the proposal as they are named in the Table of Contents.

### f) Page Numbering

Each page of the proposal should be numbered consecutively from the beginning of the proposal, Executive Summary, through all the appended material.

g) Response to RFP Requirements

On every provision that states a Department requirement, such as Section 2.5 noting subsections if any, Section 4.4 noting subsections if any and so forth, the proposer must list each Section and subsection, followed by **read and agreed.** There will be no exception or modification to the requirements.

h) Required Attachments to be returned with Proposal:

- |                |   |
|----------------|---|
| Attachment A - | Copy of tests   |
| Attachment B - | Sample life history and background questionnaire(s)   |
| Attachment C - | A copy of the structured interview format, interview questions, or how such questions will be developed, must be submitted with proposal. |
| Attachment D - | Sample written evaluation report  |
| Attachment E - | The name, curriculum vitae and copies of the professional license(s) of each employee who will be working under the contract.             |

i) Check List

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

- Cover letter (Section 2.2.1), signed by authorized individual: two (2) originals and five (5) exact copies.
- Proposal, including the list of attachments below -
  - Attachments as above, section h
  - Certificate of Incorporation (attached to the cover letter)
  - Completed Attachment 1 Schedule of Fees: two (2) originals and two (2) exact copies
  - Completed Forms Required for M/WBE Compliance (Appendix C)
  - Completed and/or signed Legal Requirements Forms (Attachment 2):
    - Procurement Lobbying Law Form
    - Worker's Compensation Insurance
    - Disability Insurance
    - Vendor Responsibility Questionnaire
    - Tax Certification (Form ST-220-CA)

## **2.5.2 Narrative**

The narrative should include a description of the assessment process and the manner in which the proposer intends to provide the services. The following should be included:

- a. Confirmation of the ability to meet the scheduling requirements outlined in Section 4.1: SCOPE OF WORK
- b. the number of New York State licensed psychologists currently on staff
- c. the number of New York State licensed psychologists that will be needed to meet the requirements
- d. the maximum number of applicants that can be accommodated by each New York State licensed psychologist per day and per week. [1 page maximum] (Refer to Section 4.1, Scope of Work and, Section 4.2, Evaluation Cycle)
- e. A description of the tests to be used including the rationale for the use of each test (including any validity and reliability data in screening for Law Enforcement work). Cite any adverse impact data for each test used. [1 page maximum] (Refer to Section 4.3, Written Evaluation Report)
- f. A description of the life history and background questionnaire(s). [1 Page maximum] (Refer to Section 4.3, number 2 - Background / Life History Questionnaire.
- g. A description of the structured interview format and/or questions to be used (including any validity and reliability data in screening for Law Enforcement work). [2 pages maximum] (Refer to section 4.3, number 3 - Personal Interview).
- h. Description and rationale for evaluation report(s) and an adverse impact perspective. [1 page maximum] (Refer to Section 4.3).
- i. The Proposer's policy on providing expert testimony in case of litigation or challenge to the psychological evaluation, including who will testify and his/her qualifications, competence and court experience. [1 page maximum] (Refer to Section 4.3, number 3, f).
- j. A description of the Proposer's records retention policy and procedures. [2 pages maximum] (Refer to Section 4.3, number 3, h).
- k. A description of the Contractor's internal method and standards that will be used to assure the quality of all reports and services provided. [2 pages maximum] (Refer to Section 4.1: SCOPE OF WORK)

## **2.5.3 Statement of Experience [10 pages maximum]**

The proposer must submit a Statement of Experience which, at minimum, should include the following information:

- a) The business name of the proposer and the legal entity under which the proposal is being submitted.

- b) The number of years the proposer has been providing services under the present business name.
- c) Any other name(s)/business entity (entities) under which the proposer has conducted similar business and the number of year's services were provided under that name(s).
- d) The professional qualifications of the proposer and of each member of the proposer's professional staff who will be working under the contract including:
  - i. The highest degree earned;
  - ii. Major field of study (e.g., clinical psychology, industrial psychology);
  - iii. Specific experience evaluating law enforcement officer applicants, with specific reference to experience evaluating applicants for law enforcement officer positions with law enforcement agencies similar to the Department;
  - iv. Professional license(s) held.

**THE DEPARTMENT RESERVES THE RIGHT TO REQUIRE THAT THE CONTRACTOR UTILIZE THE PROFESSIONAL STAFF MEMBERS THAT WERE PUT FORTH IN THE PROPOSAL TO PERFORM THE PSYCHOLOGICAL INTERVIEWS, AS LONG AS THOSE STAFF ARE EMPLOYED BY THE CONTRACTOR. THE CONTRACTOR MAY REPLACE PROFESSIONAL STAFF, WITH DEPARTMENT AUTHORIZATION, BUT MUST RETAIN AT LEAST SIX (6) PSYCHOLOGISTS WITH QUALIFICATIONS EQUAL TO OR BETTER THAN THE PROFESSIONAL STAFF ORIGINALLY SUBMITTED IN THE PROPOSAL.**

- e) Pending litigation involving the proposer or any of the proposer's principal officers or professional staff.
- f) Any history of disciplinary action, including pending disciplinary action, against the proposer or his/her employees by any state licensing board or by the American Psychological Association. Include any disciplinary actions against former employees which were initiated as a result of actions occurring while employed by the proposer.
- g) Prior experience in providing psychological evaluation of police/peace officer applicants, with particular emphasis on any experience providing services to state law enforcement agencies similar to the Department. Include a list of all agencies to which police/peace officer applicant evaluation services have been supplied with the name(s) and telephone number(s) of person(s) in each agency who can be contacted for references.
- h) A list of all current contracts for providing psychological evaluations of law enforcement applicants. Include the amount of the contract, the services provided and the contract period. Include a reference name and telephone number for each of these contracts.
- i) A list of any law enforcement agencies that either did not renew or canceled contracts for psychological evaluation of applicants previously held by the proposer

and/or his/her employees. Include a reference name and telephone number for each such agency.

#### **2.5.4 Mandatory Forms and Documents**

Individuals and corporations entering into contracts with New York State are subject to various laws and must submit certain documents pursuant to State Law or policy. The forms and related excerpts from law, and/or instructions are included in Attachment 2. Please review the forms carefully, submit two (2) complete original sets and two (2) exact copies, note that some forms require notarized signatures. The mandatory forms and documents include:

- a) Procurement Lobbying Act - State Finance Law § 139j and k
- b) Vendor Responsibility Questionnaire
- c) Department of Taxation and Finance Contractor Certification – Forms ST-220-CA and ST-220-TD
- d) Consultant Disclosure Legislation Requirements
- e) Encourage use of New York State Businesses in contract performance

### **3. Administrative Information**

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#### **3.1 Issuing Office**

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

#### **3.2 Method of Award**

The results of the technical and cost scores for all responsive and responsible contractors will be combined and the contractor receiving the highest combined score will be awarded the contract.

#### **3.3 Term of Contract**

This contract will commence on the date of OSC approval or July 1, 2014 whichever occurs later, and continue for a period of 5 years.

#### **3.4 Price Adjustment (Escalation / De-escalation)**

Proposers will be required to submit a proposal with a fixed cost per test per year for the full five (5) year term.

#### **3.5 Method of Payment**

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

- Candidate Name
- Last four of SS #
- Test Date
- Interview Date
- Title applied for

#### **3.6 Electronic Payment**

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

### **3.7 Past Practice**

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

### **3.8 Proposal Exceptions**

The Issuing Office will consider all requests to waive any proposal requirement. However, proposers should be aware that failure to obtain a waiver of any proposal requirement in advance of proposal submission could result in rejection of proposer's proposal and disqualification from the proposing process. Proposers wishing to obtain an exemption or waiver for any part of this solicitation must e-mail the Designated Contact by the 'Questions Due Date' as identified in Section 1.5 - Key Events. The request must cite the specific section and requirement in question, and clearly identify any proposed alternative. Requests will be considered and responded to in writing, either via addendum (if the response results in a change to the RFP), or directly to the requesting proposer.

### **3.9 Dispute Resolution**

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

### **3.10 Protest Procedures**

A proposer wishing to challenge the selection of a firm for contract award must send a Notice of Protest on business letterhead, within 7 business days of notice of a contract being awarded, to the DOCCS designated contact in Section 1.2 of this RFP. If a request for a debriefing is received by DOCCS as set forth in Section 6.9 of this RFP, then a Notice of Protest is due within two business days after the debriefing session occurs.

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

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

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

### 3.11 Examination of Contract Documents

- a) Each Proposer is under an affirmative duty to inform itself by personal examination of the specifications of the proposed work and by such other means as it may select, of the character, quality and extent of the work to be performed and the conditions under which the contract is to be executed.
- b) Each Proposer shall examine specifications and all other data or instruction pertaining to the work. No pleas of ignorance of conditions that may be encountered or of any other matter concerning the work to be performed in the execution of the contract will be accepted by the state as an excuse for any failure or omission on the part of the Proposer. It is the proposer's responsibility to fulfill every detail of all the requirements of the documents governing the work. The Proposer, if awarded the contract, will not be allowed any extra compensation by reason of any matter or thing concerning which such Proposer might have fully informed itself prior to proposing.
- c) Any addendum issued prior to the proposal due date must be acknowledged by signature, dated and be submitted with the proposal on or before the proposal due date. In awarding a contract any written addenda will become a part thereof.
- d) Any verbal information obtained from, or statements made by, representatives of the Commissioner of the Department of Corrections and Community Supervision shall not be construed as in any way amending contract documents. Only such corrections or addenda as are issued, in writing, shall become a part of the contract.

### 3.12 Inspection of Books

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

## 4. Scope of Services

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### 4.1 Scope of Work

- a) It is expected that there will be a minimum of nine (9) psychological evaluation cycles per year for the Department.
- b) It is expected that there will be a maximum estimated quantity of 4,500 applicants per year.
- c) **THE NUMBER OF PSYCHOLOGICAL EVALUATION CYCLES AND THE QUANTITY OF APPLICANTS PROCESSED PER YEAR FLUCTUATES BASED ON THE WORK FORCE REQUIREMENTS OF THE DEPARTMENT. THE QUANTITIES SHOWN ARE ESTIMATES ONLY. THE CONTRACT GUARANTEES NO MINIMUM OR MAXIMUM QUANTITIES. CONTRACTOR WILL BE PAID FOR THE ACTUAL NUMBER OF APPLICANTS EVALUATED.**
- d) The proposer is required to have a minimum of (8) eight qualified New York State licensed psychologists available to conduct psychological interviews and prepare written reports.
- f) The Department must be notified immediately of any arrest, disciplinary action, or allegations of wrong-doing by any psychologist involved in the evaluation of Department candidates. The Department reserves the right to require immediate suspension of the accused individual's involvement in the evaluation process until a full investigation can be completed by the Department.
- g) The Department reserves the right to complete a thorough background investigation of the proposer and the NYS licensed psychologists on staff including past criminal record, driving history, financial status and other integrity-relevant areas.

Upon completion of the Department's investigation, the Department reserves the right to require immediate termination of the individual from involvement with this contract.

- h) The Proposer shall provide a statement regarding the specific size of the workforce currently available.
- i) The Department reserves the right to visit the Proposers existing facilities.

### 4.2 Evaluation Cycle of Candidates

Each evaluation cycle will consist of two (2) stages.

#### **STAGE ONE:** Applicant Testing

Written psychological tests and questionnaire(s) will be provided and administered to each applicant by the contractor as part of the initial applicant screening procedures. These tests will be administered at the Department's Training Academy in Albany, New York on dates designated by the Department. Tests normally are administered on Saturdays and small or individual test have historically been administered Monday through Saturday. The Department reserves the right to change the testing site to suit the needs of the Department. Contractor will be required to provide individual test and interview sessions for applicants requiring special accommodations.

Contractor and/or his/her staff will be present for all written testing and will be responsible for collecting all answer sheets and the scheduling of each applicant for the psychological interview.

### **STAGE TWO: Psychological Evaluation Interviews**

Psychological evaluation interviews for selected applicants will be conducted by the contractor commencing approximately one (1) week, or sooner at the request of the Department, after the administration of the written tests.

Psychological interviews will be conducted at locations in Albany, Rochester and New York City that are designated and approved by the Department. The Department reserves the right to change interview sites as it deems necessary. The contractor will be required to provide the interview site and provide an adequate number of interview appointments for each location based on the testing cycle. The Department will consider other locations suggested by the contractor.

As available, DOCCS provides space in some locations. However, this could change at any time and the proposer should be aware of this possibility. The Proposer should reflect having to provide interview sites in their cost proposal.

All psychologist interviewers must be licensed under the laws of the State of New York and must have experience in assessing the suitability of applicants for employment as peace officers. Any new staff used must have the same qualifications and be approved by the Department.

For each testing cycle, the contractor will be responsible for the scheduling of each applicant for the psychological interview, consistent with the needs of the Department. Any applicant schedule changes shall be adjusted by the contractor and rescheduled within two (2) weeks. Contractor will provide the psychological interview schedule and any schedule changes to the Department at least one day prior to the date of the interview.

The Contractor will require the candidate's signature on a sign-in roster at the time of the psychological interview. The contractor will provide the Department with the original sign-in roster when submitting the final written assessment reports.

Interviews will be conducted on a continual basis until all applicants selected by the Department have been personally interviewed. The successful proposer must demonstrate the availability of sufficient qualified in-house staff to complete 500 applicant interviews following a written testing. (Historically, 97% of the applicants that are administered the written test attend the psychological interview).

In the event of a weather emergency or natural disaster, interviews will be rescheduled with the approval of the Department.

## **4.3 Written Evaluation Report**

The psychological evaluation must be based upon empirical and clinical data which will result in a written evaluation report. The process must include the use of the following:

## 1. Psychological Tests

All professional work shall be in accordance with New York State Correction Law Section 8, which requires, among other things, the use of at least three (3) state of the art assessment instruments in the evaluation of each applicant and that all psychological determinations are made by New York State licensed psychologists. The State may unilaterally and immediately terminate this agreement for breach of this provision. The proposer must list all test(s) deemed useful; the Department will consider the use of a variety of test instruments.

The use of all assessment instruments must be approved by the Department; the Contractor may not add or delete any assessment instrument without the approval of the Department.

## 2. Background/Life History Questionnaire

At the time of the written testing, a standardized, in-depth inquiry concerning relevant aspects of the applicant's past behavior must be included. This inquiry shall include questions designed to identify facts about the applicant's life history, background, any prior contact with the Department and any criminal enterprise or street gang affiliation. The Department reserves the right to require specific questions to be added to the Background / Life History Questionnaire.

The Contractor will provide periodic and cumulative statistical reports regarding education level, law enforcement or public safety experience, military experience, arrest and conviction information, permit to carry a concealed weapon, alcohol use, drug use, restraining orders, Child Protective Services referrals and psychological or mental health contact at the end of each testing cycle and the annual report due January 31st. The Department may add key statistical data sets throughout the contract period.

## 3. Personal Interview

Each selected applicant that has been administered the written portion of the psychological test will be interviewed by a qualified New York State licensed psychologist employed by the contractor commencing approximately one (1) week, or sooner at the request of the Department, after the administration of the written tests.

An in-depth, relevant, structured interview format, based on a set of written interview questions must be used.

A narrative assessment report, produced by the New York State licensed psychologist conducting the interview, will be prepared for each applicant interviewed. This report must be unique to each applicant and must include:

- a) Clear statements of the New York State licensed psychologist's professional conclusions regarding any personality disorder, emotional instability or other

psychological problems or traits, which, in the professional opinion of the New York State licensed psychologist, would preclude hiring the applicant as a Correction Officer, Parole Officer, Warrant and Transfer Officer or Institution Safety Officer.

- b) A clear statement that there is a psychological reason to exclude or that there is no psychological reason to exclude, the applicant from employment as a Correction Officer, Parole Officer, Warrant and Transfer Officer or Institution Safety Officer.
- c) The final written assessment report must be provided to the Department within six (6) weeks or sooner, at the request of the Department, following the completion of written testing.
- d) Any responses to clarification requests from the Department and/or corrections of the final written assessment report must be provided in writing within two (2) business days, or sooner at the request of the Department.
- e) Contractor or Contractor's qualified designee will be available to the Department for consultation during the post-evaluation period during the Department's normal business hours.
- f) The Contractor must be fully prepared and available to provide expert testimony regarding the validity of the evaluation process, its development and administrative procedures; the reasons for the conclusions drawn and the recommendations made in specific cases; and any adverse impact, or lack thereof, of the tests, questionnaires and evaluation procedures on protected class applicants.
- g) In addition to the reports required above, the Contractor will also provide reports detailing the impact of the evaluation process on members of protected class applicants. These reports must be provided within two (2) weeks of a request from the Department. In addition, periodic and cumulative impact reports will be provided by the contractor every six months, with the first six month period report due January 31st and the second, annual report, due July 31st. Since the contract start date is in the month of July, no report will be due for the calendar year of 2014.
- h) All written tests, interview results and other documents relating to the evaluation process will be retained by the Contractor for at least seven (7) years from the date of the assessment report. In the event the contractor ceases to do business with the Department, all files will be transferred to the Department at the contractor's expense.

- i) In addition, any archived reports requested by the Department must be provided within two (2) business days; and any test and questionnaire results requested by the Department must be provided within one (1) week.
- j) The Contractor's evaluation process will not have adverse impact on protected class applicants.
- k) The Contractor will not delegate, subcontract or assign to another contractor/vendor any portion of the psychological evaluation services described herein.
- l) Any attempt by the contractor to assign or subcontract any performance of the agreement without the express written consent of the Department will be void and will constitute a breach of the agreement.
- m) The Contractor must receive Department approval prior to implementing new developments in the field or enhancements to the process.

## 5. Evaluation and Selection Process

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### 5.1 Technical and Schedule of Fees Evaluation Process

The evaluation process may include a site visit to the proposer's existing facilities to confirm there are security measures in place to protect the documents or handling of documents, verify storage facility space and security, etc. Potential contractors may be interviewed by an evaluation panel.

There are four (4) sections to the evaluation process. The first section is the Technical portion, which includes qualifications, experience and work product and is worth seventy five (75) percent of the total. The second section is the Schedule of Fees portion; this section is worth twenty five (25) percent of the total.

The 75% assigned to the Technical portion breaks down as follows:

#### a) **Qualifications: 15% Value Rating**

- i. The professional qualifications of the members of the proposer's professional staff.
- ii. Qualifications to provide credible testimony in the case of litigation or administrative challenge to the psychological evaluation process.
- iii. Ability to meet the scheduling requirements of the Department.

#### b) **Experience: 35% Value Rating**

- i. The number of years experience that the proposer has screening law enforcement applicants, including the number of applicants screened and the number of law enforcement agencies for which he/she provides such services, with particular emphasis on law enforcement agencies similar to the Department.
- ii. The number of years experience that the professional staff of the proposer has screening Law Enforcement applicants, including the number of applicants screened.
- iii. Favorable assessments by other agencies for which the proposer supplies the same services.

#### c) **Work Product: 25% Value Rating**

- i. Responsiveness of the proposal, based on the quality and thoroughness of the evaluation process, the quality of reports and their relevance to the needs of the Department as detailed in this request for proposal.
- ii. Documentation of the validity and adverse impact statistics of both the proposer's rating system and the tests and/or questionnaires that the proposer proposes to use.

The 25% assigned to the Schedule of Fees portion breaks down as follows:

**a) Schedule of Fees: 25% Value Rating**

The proposal must include an all inclusive per candidate fee for a full psychological evaluation, including but not limited to:

- Licenses
- Insurances
- profit
- written psychological tests
- scoring
- personal interview of the applicant
- statistical reports by a New York State licensed psychologist
- written narrative evaluation report unique to each applicant
- the required summary reports on predictive validity and adverse impact
- all travel
- per diem
- incidental costs
- cost to provide space for personal interviews
- proctors for written exams
- expert testimony
- court appearances related to litigation
- all services provided in the terms of this agreement

The above all inclusive per candidate fee must be specified for each year of the contract.

## 6. Contract Clauses and Requirements

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### 6.1 Appendix A / Order of Precedence

Appendix A — Standard Clauses for New York State Contracts, dated January 2014, attached hereto, is hereby expressly made a part of this solicitation document as fully as if set forth at length herein.

The agreement resulting from a successful award will include the following documents. Conflicts between these documents will be resolved in the following descending order of precedence:

- Appendix- A, dated January 2014
- Contract / Agreement
- DOCCS Request for Proposal Number 2014-03 (This Document) including any addenda
- Selected Contractor's Proposal

### 6.2 Procurement Lobbying Requirement

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

### 6.3 Sales and Compensating Use Tax Certification Requirements

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

## 6.4 Freedom of Information Law / Trade Secrets

During the evaluation process, the content of each proposal will be held in confidence and details of any proposal will not be revealed (except as may be required under the Freedom of Information Law or other State law). The Freedom of Information Law provides for an exemption from disclosure for trade secrets or information the disclosure of which would cause injury to the competitive position of commercial enterprises. This exception would be effective both during and after the evaluation process. Should you feel your firm's proposal contains any such trade secrets or other confidential or proprietary information, **you must submit a request to exempt such information from disclosure.** Such request must be in writing, must state the reasons why the information should be accepted from disclosure and must be provided at the time of submission of the subject information. Requests for exemption of the entire contents of a proposal from disclosure have generally not been found to be meritorious and are discouraged. Kindly limit any requests for exemption of information from disclosure to bona fide trade secrets or specific information, the disclosure of which would cause a substantial injury to the competitive position of your firm.

## 6.5 General Requirements

The Proposer agrees to:

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

The Proposer agrees that:

- c) in any contract resulting from this RFP, it shall be completely responsible for its work, including any damages or breakdowns caused by its failure to take appropriate action; and,
- d) any contract resulting from this RFP may not be assigned, transferred, conveyed or the work subcontracted without the prior written consent of the Commissioner of DOCCS.
- e) for reasons of safety and public policy, in any contract resulting from this RFP, the use of illegal drugs and/or alcoholic beverages by the Contractor or its personnel shall not be permitted while performing any phase of the work herein specified.
- f) for purposes of any contract resulting from this RFP, the State will not be liable for any expense incurred by the Contractor for any parking fees or as a consequence of any traffic infraction or parking violations attributable to employees of the Contractor.
- g) the Commissioner's interpretation of specifications shall be final and binding upon the Contractor.
- h) the Commissioner of DOCCS will make no allowance or concession to the Proposer for any alleged misunderstanding because of quantity, quality, character, location or other conditions.

- i) should it appear that there is a real or apparent discrepancy between different sections of specifications concerning the nature, quality or extent of work to be furnished, it shall be assumed that the Proposer has based its proposal on the more expensive option. Final decision will rest with the Commissioner of DOCCS.
- j) for purposes of any contract resulting from this RFP, the quality of service is subject to inspection and may be made at any reasonable time by the State of New York. Should it be found that quality of services being performed is not satisfactory and that the requirements of the specifications are not being met, the Commissioner DOCCS may terminate the contract and employ another contractor to fulfill the requirements of the contract. The existing Contractor shall be liable to the State of New York for costs incurred on account thereof.
- k) the Commissioner of DOCCS reserves the right to stop the work covered by this RFP and any contract(s) resulting there from at any time that it is deemed the successful Proposer is unable or incapable of performing the work to the state's satisfaction. In the event of such stopping, DOCCS shall have the right to arrange for the completion of the work in such manner as it may deem advisable and if the cost thereof exceeds the amount of the proposal, the successful Proposer shall be liable to the State of New York for any such costs on account thereof. In the event that DOCCS issues a stop work order for the work as provided herein, the Contractor shall have ten (10) working days to respond thereto before any such stop work order shall become effective.
- l) it is the Contractor's responsibility to maintain the equipment and materials provided for the work consistent with applicable safety and health codes.
- m) DOCCS reserves the right to reject and bar from the facility any employee hired by the Contractor.

## **6.6 Contract Terms**

- a) All provisions and requirements of Appendix A, dated January 2014, Standard Clauses for New York State Contracts, which is attached hereto and forms a part hereof, will be incorporated into any contract resulting from this RFP, and will be binding upon the parties to such contract.
- b) All provisions and requirements that are attached hereto and form a part hereof, will be incorporated into any contract resulting from this RFP, and will be binding upon the parties to such contract.
- c) It is stipulated and agreed by the parties that the law of the State of New York shall solely and in all respects govern with relation to any dispute, litigation, or interpretation arising out of or connected with any contract resulting from this RFP.
- d) Any contract resulting from this RFP shall not be deemed executed, valid or binding unless and until approved in writing by the Attorney General and the Comptroller of the State of New York.

## 6.7 Procurement Rights

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

- a) Reject any or all proposals received in response to the IFB/RFP
- b) Withdraw the IFB/RFP at any time, at the agency's sole discretion
- c) Make an award under the IFB/RFP in whole or in part
- d) Disqualify any bidder whose conduct and/or proposal fails to conform to the requirements of the IFB/RFP
- e) Seek clarifications and revisions of proposals
- f) Use proposal information obtained through site visits, management interviews and the state's investigation of a bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the bidder in response to the agency's request for clarifying information in the course of evaluation and/or selection under the IFB/RFP
- g) Prior to the **bid opening**, amend the IFB/RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available
- h) Prior to the bid opening, direct bidders to submit proposal modifications addressing subsequent IFB/RFP amendments
- i) Change any of the scheduled dates
- j) Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective bidders
- k) Waive any requirements that are not material
- l) Negotiate with the successful bidder within the scope of the IFB/RFP in the best interests of the state
- m) Conduct contract negotiations with the next responsible bidder, should the agency be unsuccessful in negotiating with the selected bidder
- n) Utilize any and all ideas submitted in the proposals received
- o) Unless otherwise specified in the solicitation, every offer is firm and not revocable for a period of 60 days from the bid opening; and
- p) Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an offeror's proposal and/or to determine an offeror's compliance with the requirements of the solicitation

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

## 6.8 Extent of Services

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

## 6.9 Debriefings

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

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

## 6.10 Termination

### A. Agency Termination

The State of New York retains the right to cancel this contract for convenience or unavailability of funds provided that the Contractor is given at least thirty (30) days written notice of DOCCS' intent to cancel. If in the judgment of DOCCS, the Contractor fails or refuses to perform the work in accordance with the contract, DOCCS may terminate the contract immediately by written notice for cause.

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

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

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

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

Any cancellation by DOCCS under this section shall in no event constitute or be deemed a breach of any contract resulting from this RFP and no liability shall be incurred by or arise against DOCCS, its agents and employees therefore for lost profits or any other damages resulting there from. This provision should not be understood as waiving the State's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision.

## B. Procurement Lobbying Termination

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

### 6.11 NYS Vendor Responsibility Questionnaire

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

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

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

The Contractor must remain a responsible vendor throughout the duration of the contract and, if at any time the Contractor is found to be not responsible or there is a question as to the vendor’s responsibility, any activities pursuant to the contract may be suspended. Finally, the contract may be terminated following a finding of non-responsibility. The CONTRACTOR agrees, if requested by the Commissioner of DOCCS or his designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

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

A Proposer’s Questionnaire cannot be viewed by DOCCS until the Proposer has certified the Questionnaire. It is recommended that all Proposers become familiar with all of the requirements of the Questionnaire in advance of the proposal opening to provide sufficient time to complete the Questionnaire.

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

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

## 6.12 M/WBE and EEO Requirements

See Attachment 2 for Contractor requirements and procedures. Return a completed Utilization Plan (Form M/WBE 100-G) and a completed Staffing Plan (Form EEO 100) with your proposal. Please access the forms at [www.parole.ny.gov/RFPs](http://www.parole.ny.gov/RFPs) to complete electronically. After completing, download the forms and include with your submission. Appendix C will be included in the Contract resulting from this RFP.

## 6.13 Contractor Insurance Requirements

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

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

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

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

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

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

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

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

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

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

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

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

## 6.14 Workers' Compensation and NYS Disability Insurance

### a) Workers' Compensation Requirement:

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

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

OR

- iii. C-105.2 Certificate of Workers' Compensation Insurance (the contractors insurance carrier provides this form) **PLEASE NOTE:** The New York State Insurance Fund provides its own version of this form, the U-26.3;

OR

- iv. SI-12 Certificate of Workers' Compensation Self-Insurance (To obtain this form the contractor needs to call the New York State Workers' Compensation Board, Self-Insurance Office at 518-402-0247), **OR** GSI-105.2 – Certificate of Participation in Workers' Compensation Group Self-Insurance (The Contractors Group Self-Insurer will provide this form).

### b) Disability Benefit Insurance Requirement:

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

- i. CE-200 Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers Compensation And/or Disability Benefits Insurance Coverage Is Not Required:  
Form CE-200 can be filled out electronically on the New York State Workers Compensation Board's website, <http://www.wcb.ny.gov/> , under the heading "Forms." Applicants filling electronically are able to print a finished Form CE-200 immediately upon, completion of the electronic

application. Applicants without access to a computer may obtain a paper application for the CE-200 by writing or visiting the Customer Service Center at any District Office of the Workers Compensation Board. Applicants using the manual process may wait up to four (4) weeks before receiving a CE-200.

OR

ii. DB-120.1 Certificate of Disability Benefits Insurance (the contractors insurance carrier provides this form);

OR

iii. DB-155 Certificate of Disability Benefits Self-Insurance (To obtain this form the contractor needs to call the New York State Workers Compensation Board's Self-Insurance Office at 518-402-0247).

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

## 6.15 Consultant Disclosure Reporting Requirements

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

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

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

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

**Contracting Agency: DOCCS**

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

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

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

**DCS:**

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

**Form A and B as well as the instructions are found in Attachment 2.**

## **6.16 Ethics Compliance**

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

## **6.17 Extension of Use**

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

## **6.18 Indemnification**

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

## **6.19 Appendices and Exhibits**

The Proposer's attention is directed to the appendices and exhibit documents attached here to and hereby incorporated by reference and made part hereto as fully as if it were set forth at length herein. They are part of this solicitation and will be part of the subsequent

contract. The proposer is responsible for adhering to all requirements of the appendices and exhibits.

## **6.20 Iran Divestment Act**

By submitting a proposal in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Proposer/Contractor (or any assignee) certifies that it is not on the “Entities Determined To Be Non-Responsive Proposers/Offeror Pursuant to The New York State Iran Divestment Act of 2012” list (“Prohibited Entities List”) posted on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, Proposer/Contractor is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended.

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

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

## **6.21 Encouraging Use of New York State Businesses In Contract Performance**

Public procurements can drive and improve the State’s economic engine through promotion of the use of New York businesses by its Contractors. The State therefore expects Proposers to provide maximum assistance to New York businesses in their use of the Contract. The potential participation by all kinds of New York businesses will deliver great value to the State and its taxpayers. Read and complete enclosed use of New York Businesses in attachment and return as part of your proposal.

## **6.22 Non-Disclosure Agreement**

A non Disclosure Agreement will be made part of the awarded contract.

- No-Use – Recipient agrees not to use the Confidential Information in anyway, except for the purpose of the projects or assignments they are performing for DOCCS.
- No Disclosure – Recipient agrees to use its best efforts to prevent and protect the Confidential Information, or any part thereof, from disclosure to any person other than Recipient’s employees and/or consultants designated by DOCCS having a need of disclosure in connection with Recipients’ authorized use of the Confidential Information. This includes employees and consultants that may not be directly working on the project or job. Recipient agrees not to disclose the nature of the work to any third party without prior

written DOCCS consent. In circumstance where the signer of this document is representing a Recipient with more than one employee, the Recipient also agrees that all of its current and future staff who may be involved in the relationship with DOCCS have been and will be instructed in the requirements of this agreement.

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

## **Appendix A – Standard Clauses for New York State Contracts**

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

**RFP # 2014-03**

**Psychological Evaluations of Applicants for the  
Position of New York State:**

**Correction Officer**

**Parole Officer**

**Warrant and Transfer Officer**

**Institution Safety Officer**

**APPENDIX A**

**STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS**

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

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## STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

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

**4. WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this

contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

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

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

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

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

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

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

**10. RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this

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

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

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

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

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

In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00,

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

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

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

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

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

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

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

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

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

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

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

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

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

**19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.**

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

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

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

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

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

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

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

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

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

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

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

**21. RECIPROCITY AND SANCTIONS PROVISIONS.**

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

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

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

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

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

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

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

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

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

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

limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

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

## **Appendix C – M/WBE Requirements and Forms**

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

**RFP # 2014-03**

**Psychological Evaluations of Applicants for the  
Position of New York State:**

**Correction Officer**

**Parole Officer**

**Warrant and Transfer Officer**

**Institution Safety Officer**

# APPENDIX C

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

### **I. General Provisions**

- A. Department of Corrections And Community Supervision (DOCCS) is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 (“M/WBE Regulations”) for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. The Contractor to the subject contract (the “Contractor” and the “Contract,” respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the New York State DOCCS, to fully comply and cooperate with DOCCS in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities (“EEO”) for minority group members and women and contracting opportunities for certified minority and women-owned business enterprises (“M/WBEs”). Contractor’s demonstration of “Good Faith Efforts” pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) or other applicable federal, state or local laws.
- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Appendix or enforcement proceedings as allowed by the Contract.

### **II. Contract Goals**

- A. For purposes of this procurement, DOCCS hereby establishes an overall goal of no less than 20% for Minority and Women-Owned Business Enterprise (“M/WBE”) participation, 10% for Minority-Owned Business Enterprise (“MBE”) participation and 10% for Women-Owned Business Enterprise (“WBE”) participation (based on the current availability of qualified MBEs and WBEs).
- B. For purposes of providing meaningful participation by M/WBEs on the Contract and achieving the Contract Goals established in Section II-A hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address: [www.esd.ny.gov/mwbe.html](http://www.esd.ny.gov/mwbe.html).

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

## APPENDIX C

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

### III. Equal Employment Opportunity (EEO)

- A. Contractor agrees to be bound by the provisions of Article 15-A and the M/WBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the “Division”). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.
- B. Contractor shall comply with the following provisions of Article 15-A:
1. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation.
  2. The Contractor shall submit:
    - a) Submit an EEO policy statement to DOCCS with the bid, or
    - b) If Contractor does not have an existing EEO policy statement, the Contractor shall sign and submit the DOCCS M/WBE EEO Policy Statement (See attached), or
    - c) Contractor shall certify and affirm that the test set forth in clause 12 of Appendix A, attached hereto and made a part hereof is Contractor’s equal employment opportunity policy.
  3. The Contractor’s EEO policy statement shall include the following language:
    - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
    - b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
    - c. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment

## APPENDIX C

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

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

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

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

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

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

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

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

- A. Contractor certifies that it has submitted an M/WBE Utilization Plan to DOCCS and will follow such Plan for the performance of M/WBEs on the Contract pursuant to the prescribed M/WBE goals set forth in Section III-A of this Appendix.
- B. Contractor further agrees that a failure to submit and/or use such M/WBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, DOCCS shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

## APPENDIX C

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

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

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

- A. If the Contractor, after making “Good Faith Efforts,” is unable to comply with M/WBE goals, the Contractor may submit a Request for Waiver form (M/WBE 102) documenting “Good Faith Efforts” by the Contractor to meet such goals. If the documentation included with the waiver request is complete, DOCCS shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.
- B. If DOCCS, upon review of the M/WBE Utilization Plan and updated Quarterly M/WBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, DOCCS may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of M/WBE Contract Goals.

### **VII. Liquidated Damages – M/WBE Participation**

- A. Where DOCCS determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the M/WBE participation goals, Contractor shall be obligated to pay to DOCCS liquidated damages.
- B. Such liquidated damages shall be calculated as an amount equaling the difference between:
  - 1. All sums identified for payment to M/WBEs had the Contractor achieved the contractual M/WBE goals; and
  - 2. All sums actually paid to M/WBEs for work performed or materials supplied under the Contract.
- C. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by DOCCS, Contractor shall pay such liquidated damages to DOCCS within sixty (60) days after they are assessed by DOCCS unless prior to the expiration of such sixtieth (60<sup>th</sup>) day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of DOCCS.

**MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES  
EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT**

**M/WBE AND EEO POLICY STATEMENT**

I, \_\_\_\_\_, the \_\_\_\_\_ (title) of \_\_\_\_\_ (Contractor) agree that \_\_\_\_\_ (Contractor) has adopted the following policies with respect to Contract Number \_\_\_\_\_.

**M/WBE**

Contractor will make good faith efforts to achieve the M/WBE contract participation goals set by DOCCS for that area in which the State-funded project is located, by taking the following steps:

- A. Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
- B. Request a list of State-certified M/WBEs from DOCCS and solicit bids from them directly.
- C. Ensure that plans, specifications, request for proposals, and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
- D. Where feasible, divide the work into smaller portions to enhance participations by M/WBEs. Encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.
- E. Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its Subcontractors have taken toward meeting M/WBE contract participation goals.
- F. Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

**EEO**

- A. Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.
- B. This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex disability or marital status.
- C. At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized 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 this organization's obligations herein.
- D. Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and Subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.
- E. This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each Subcontractor as to work in connection with the State contract.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_

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

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

\_\_\_\_\_ is designated as the Minority Business Enterprise Liaison  
(Name of Designated Liaison)

responsible for administering the Minority and Women-Owned Business Enterprises- Equal Employment Opportunity (M/WBE-EEO) program.

**M/WBE Contract Goals**

No less than 20% Minority and Women-Owned Business Enterprise Participation.

\_\_\_\_\_ % Minority-Owned Business Enterprise Participation

\_\_\_\_\_ % Women-Owned Business Enterprise Participation

**EEO Contract Goals**

\_\_\_\_\_ % Minority Labor Force Participation

\_\_\_\_\_ % Female Labor Force Participation

\_\_\_\_\_  
(Authorized Representative)

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

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

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

**RFP # 2014-03**

**Psychological Evaluations of Applicants for the  
Position of New York State:**

**Correction Officer**

**Parole Officer**

**Warrant and Transfer Officer**

**Institution Safety Officer**

# Schedule of Fees

The proposal must include an **all inclusive per candidate fee** for a full psychological evaluation, including but not limited to:

- licenses
- insurances
- profit
- written psychological tests
- scoring
- personal interview of the applicant
- statistical reports by a New York State licensed psychologist
- written narrative evaluation report unique to each applicant
- the required summary reports on predictive validity and adverse impact
- all travel
- per diem
- incidental costs
- cost to provide space for personal interviews
- monitors for exams
- expert testimony
- court appearances related to litigation
- all services provided in the terms of this agreement

The Contractor will only be paid for those applicants who complete the full psychological evaluation. The Contractor will NOT receive compensation for any missed or canceled interview appointments or for materials used by applicants tested but not interviewed.

<b>Contract Year</b>	<b>All Inclusive Fee Per Candidate</b>	<b>Estimated Number of Evaluations Annually</b>	<b>Total Estimated Contract Year Fee</b>
One	\$	4,500	\$
Two	\$	4,500	\$
Three	\$	4,500	\$
Four	\$	4,500	\$
Five	\$	4,500	\$
<b>Total Estimated Five Year Cost</b>			\$

**THE NUMBER OF PSYCHOLOGICAL EVALUATION CYCLES AND THE QUANTITY OF APPLICANTS PROCESSED PER YEAR FLUCTUATES BASED ON THE WORK FORCE REQUIREMENTS OF THE DEPARTMENT. THE QUANTITIES SHOWN ARE ESTIMATES ONLY. THE CONTRACT GUARANTEES NO MINIMUM OR MAXIMUM QUANTITIES. CONTRACTOR WILL BE PAID FOR THE ACTUAL NUMBER OF APPLICANTS EVALUATED.**

## **Attachment 2 – Required Forms and Information**

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

**RFP # 2014-03**

**Psychological Evaluations of Applicants for the  
Position of New York State:**

**Correction Officer**

**Parole Officer**

**Warrant and Transfer Officer**

**Institution Safety Officer**

The following required forms are to be submitted with the Proposer's bid:

- Procurement Lobbying / Prior Non-Responsibility / Procurement Lobbying Termination (form provided in this attachment)
- MacBride Principles / Non-Collusive Bidding Certification (form provided in this attachment)
- Encouraging Use of New York State Businesses in Contract Performance (form provided in this attachment)
- EEO 100 – Staffing Plan (link provided in this attachment)
- MWBE 100-G – Utilization Plan (link provided in this attachment)
- Tax and Finance From ST 220-CA (link provided in this attachment)

**Important Links:** A page is provide with links for the following froms:

- EEO 100 – Staffing Plan
- MWBE 100-G – Utilization Plan
- MWBE 102 – Request for Waiver
- Tax and Finance Forms
- New York State Vendor Responsibility

Additional documents required after tentative award:

- Insurance Requirements
- Consultant Disclosure Forms
- Non-Disclosure Agreement

## PROCUREMENT LOBBYING CERTIFICATION

By signing, the Offerer/bidder affirms that it understands and agrees to comply with the NYS Department of Corrections and Community Supervision (DOCCS) procedures relative to permissible contacts, as required by State Finance Law §139-j and §139-k.

Procurement Lobbying information can be accessed at:

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

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

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

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

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

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

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

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

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

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

### Offerer Certification:

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

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

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

### Procurement Lobbying Termination

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

**Bidder is required to sign both portions of this form.**

## **MacBride Fair Employment Principles**

**NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND:  
MACBRIDE FAIR EMPLOYMENT PRINCIPLES**

In accordance with Chapter 807 of the Laws of 1992 the bidder, by submission of this bid, certifies that it or any individual or legal entity in which the bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the bidder, either: (answer yes or no to one or both of the following, as applicable):

1. Have business operations in Northern Ireland,

Yes     No

If yes:

2. Shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of their compliance with such Principles.

Yes     No

\_\_\_\_\_  
(Contractor's Signature)

\_\_\_\_\_  
(Name of Business)

## **Non-Collusive Bidding Certification**

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

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

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

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

\_\_\_\_\_  
(Contractor's Signature)

\_\_\_\_\_  
(Name of Business)

## **ENCOURAGING USE OF NEW YORK STATE BUSINESSES IN CONTRACT PERFORMANCE**

New York State businesses have a substantial presence in State Contracts and strongly contribute to the economies of the state and the nation. In recognition of their economic activity and leadership in doing business in New York State, Bidders/Proposers for this contract for commodities, services or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the Contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles.

Bidders/Proposers need to be aware that all authorized users of this Contract will be strongly encouraged, to the maximum extent practical and consistent with legal requirements, to use responsible and responsive New York State businesses in purchasing commodities that are of equal quality and functionality and in utilizing services and technology. Furthermore, Bidders/Proposers are reminded that they must continue to utilize small, minority and women-owned businesses, consistent with current State law.

Utilizing New York State businesses in State Contracts will help create more private sector jobs, rebuild New York's infrastructure, and maximize economic activity to the mutual benefit of the Contractor and its New York State business partners. New York State businesses will promote the Contractor's optimal performance under the Contract, thereby fully benefiting the public sector programs that are supported by associated procurements.

Public procurements can drive and improve the State's economic engine through promotion of the use of New York businesses by its Contractors. The State therefore expects Bidders/Proposers to provide maximum assistance to New York businesses in their use of the Contract. The potential participation by all kinds of New York businesses will deliver great value to the State and its taxpayers.

Bidders/Proposers can demonstrate their commitment to the use of New York State businesses by responding to the question below:

Will New York State Businesses be used in the performance of this Contract?

\_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, identify New York State Business(es) that will be used; (Attach identifying information).

## **Important Links**

Link to **EEO 100 Staffing Plan, MWBE 100-G Utilization Plan and MWBE 102 – Request for Waiver:**

<https://www.parole.ny.gov/rfps.html>

Link to NYS Department of Taxation and Finance Sales Tax forms **ST-220-TD** and **ST-220-CA**

[http://www.tax.ny.gov/pdf/current\\_forms/st/st220td\\_fill\\_in.pdf](http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf) and

[http://www.tax.ny.gov/pdf/current\\_forms/st/st220ca\\_fill\\_in.pdf](http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf)

Link to the online **Vendor Responsibility Questionnaire** (Non-Construction, For Profit):

[http://www.osc.state.ny.us./vendrep/forms\\_vendor.htm](http://www.osc.state.ny.us./vendrep/forms_vendor.htm)

or to enroll, go directly to the **VendRep System online** at:

[http://www.osc.state.ny.us/vendrep/info\\_vrsystem\\_vendor.htm](http://www.osc.state.ny.us/vendrep/info_vrsystem_vendor.htm)

If your company is not currently registered with the New York State Vendor File administered by the Office of the State Comptroller (OSC), please visit:

[http://www.osc.state.ny.us/vendor\\_management/](http://www.osc.state.ny.us/vendor_management/)

for instructions on how to register.

DOCCS recommends completing the questionnaire online using the New York State VendRep System.

## Contractor Insurance Requirements

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

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

All insurance required by the Contract shall be obtained at the sole cost and expense of the Contractor; shall be maintained with insurance carriers licensed to do business in New York State and acceptable to DOCCS; shall be primary and non-contributing to any insurance or self insurance maintained by DOCCS; shall be endorsed to provide written notice be given to DOCCS, at least thirty (30) days prior to the cancellation, non-renewal, or material alteration of such policies, which notice, evidenced by return receipt of United States Certified Mail; shall be sent to NYS Department of Corrections and Community Supervision, Division of Support Operations – Contract Procurement Unit, 550 Broadway, Menands, NY 12204 and shall name The People of the State of New York, its officers, agents, and employees as additional insured's there under (General Liability Additional Insured Endorsement shall be on Insurance Service Office's (ISO) form number **CG 20 10 11 85**). The additional insured requirement does not apply to Workers Compensation, Disability or Professional Liability coverage.

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

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

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

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

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

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

- a) **Commercial General Liability Insurance** with a limit of not less than **\$1,000,000** each occurrence. Such liability shall be written on the ISO occurrence form CG 00 01, or a substitute form providing equivalent coverages and shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal

& advertising injury, cross liability coverage, liability assumed in a contract (including the tort liability of another assumed in a contract) and explosion, collapse & underground coverage.

1. If such insurance contains an aggregate limit, it shall apply separately on a per job or per project basis.
- b) **Comprehensive Business Automobile Liability Insurance** with a limit of not less than **\$1,000,000** each accident. Such insurance shall cover liability arising out of any automobile including owned, leased, hired and non-owned automobiles.
- c) If the work involves abatement, removal, repair, replacement, enclosure, encapsulation and/or disposal of any petroleum, petroleum product, hazardous material or substance, the Contractor shall maintain in full force and effect throughout the term hereof, pollution legal liability insurance with limits of not less than \$1,000,000, providing coverage for bodily injury and property damage, including loss of use of damaged property or of property that has not been physically injured. Such policy shall provide coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants, including any loss, cost or expense incurred as a result of any cleanup of pollutants or in the investigation, settlement or defense of any claim, suit, or proceedings against DOCCS arising from Contractors work.
  1. If coverage is written on a claims-made policy, the Contractor warrants that any applicable retroactive date precedes the effective date of this Contract; and that continuous coverage will be maintained, or an extended discovery period exercised, for a period of not less than two years from the time work under this Contract is completed.
  2. If the Contract includes disposal of materials from the job site, the Contractor must furnish to DOCCS, evidence of pollution legal liability insurance in the amount of \$1,000,000 maintained by the disposal site operator for losses arising from the disposal site accepting waste under this Contract.
    - i) If autos are used for transporting hazardous materials, the Contractor shall provide pollution liability broadened coverage for covered autos (endorsement CA 99 48) as well as proof of MCS 90.
- d) If providing **professional services**, the Contractor shall maintain, or if subcontracting professional services, shall certify that Subcontractor maintain, errors and omissions liability insurance with a limit of not less than **\$1,000,000 per loss**.
  1. Such insurance shall apply to professional errors, acts, or omissions arising out of the scope of services covered by this Contract and, if the project involves abatement, removal, repair, replacement, enclosure, encapsulation and/or disposal of any hazardous material or substance, it may not exclude bodily injury, property damage, pollution or asbestos related claims, testing, monitoring, measuring, or laboratory analyses.
  2. If coverage is written on a claims-made policy, the Contractor warrants that any applicable retroactive date precedes the effective date of this Contract; and that continuous coverage will be maintained, or an extended discovery period exercised, for a period of not less than two years from the time work under this Contract is completed.
- e) **Waiver of Subrogation**. Contractor shall cause to be included in each of its policies insuring against loss, damage or destruction by fire or other insured casualty a waiver of the insurer's right of subrogation against DOCCS, or, if such waiver is unobtainable (i) an express agreement that such policy shall not be invalidated if Contractor waives or has waived before the casualty, the right of recovery against DOCCS or (ii) any other form of permission for the release of DOCCS.
- f) **WORKERS' COMPENSATION / DISABILITY INSURANCE:**  
Workers' Compensation, Employer's Liability, and Disability Benefits meeting all New York State statutory requirements are required. If coverage is obtained from an insurance company through an insurance policy, the policy shall provide coverage for all states of operation that apply to the

performance of the contract. In addition, if employees will be working on, near or over navigable waters, coverage provided under the US Longshore and Harbor Workers' Compensation Act must be included. Also, if the contract is for temporary services, or involves renting equipment with operators, the Alternate Employer Endorsement, WC 00 03 01A, must be included on the policy naming the People of the State of New York as the alternate employer.

**PROOF of COMPLIANCE WITH WORKERS' COMPENSATION COVERAGE REQUIREMENTS:**

**ACORD forms** are **NOT** acceptable proof of workers' compensation coverage.

In order to provide proof of compliance with the requirements of the Workers' Compensation Law pertaining to workers' compensation coverage, contractors shall:

- A) Be legally exempt from obtaining workers' compensation insurance coverage;  
or
- B) Obtain such coverage from insurance carriers;  
or
- C) Be a Board-approved self-insured employer or participate in an authorized self-insurance plan.

Contractors seeking to enter into contracts with the State of New York **shall provide one of the following forms to DOCCS** at the time of bid submission or shortly after the opening of bids:

- A) **Form CE-200**, *Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required* which is available on the Workers' Compensation Board's website ([www.wcb.state.ny.us](http://www.wcb.state.ny.us));  
or
- B) *Certificate of Workers' Compensation Insurance:*
  - 1) **Form C-105.2 (9/07)** if coverage is provided by the contractor's insurance carrier, **contractor must request its carrier** to send this form to the New York State Department of Corrections and Community Supervision;  
or
  - 2) **Form U-26.3** if coverage is provided by the State Insurance Fund, contractor must request that the State Insurance Fund send this form to the New York State Department of Corrections and Community Supervision;
- or
- C) *Certificate of Workers' Compensation Self-Insurance - Form SI-12*, available from the New York State Workers' Compensation Board's Self-Insurance Office;  
or
- D) *Certificate of Participation in Workers' Compensation Group Self-Insurance Form GSI-105.2*, available from the contractor's Group Self-Insurance Administrator.

**PROOF of COMPLIANCE WITH DISABILITY BENEFITS COVERAGE REQUIREMENTS:**

In order to provide proof of compliance with the requirements of the Workers' Compensation Law pertaining to disability benefits, contractors shall:

- A) Be legally exempt from obtaining disability benefits coverage;  
or
- B) Obtain such coverage from insurance carriers;  
or
- C) Be a Board-approved self-insured employer.

Contractors seeking to enter into contracts with the State of New York **shall provide one of the following forms to the DOCCS** at the time of bid submission or shortly after the opening of bids:

- A) **Form CE-200**, *Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required* which is available on the Workers' Compensation Board's website ([www.wcb.state.ny.us](http://www.wcb.state.ny.us));  
or
- B) **Form DB-120.1**, *Certificate of Disability Benefits Insurance*. Contractor must request its business insurance carrier to send this form to the New York State Department of Corrections and Community Supervision ;  
or
- C) **Form DB-155**, *Certificate of Disability Benefits Self-Insurance*. The Contractor must call the Board's Self-Insurance Office at 518-402-0247 to obtain this form.

**All forms must name the Department of Corrections and Community Supervision – Division of Support Operations / Contract Procurement Unit, 550 Broadway, Menands, NY 12204, as the Entity Requesting Proof of Coverage (Entity being listed as the Certificate Holder).**

**Contractor acknowledges that failure to obtain and/or keep in effect any or all required insurance on behalf of DOCCS constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to DOCCS. Contractor's failure to obtain and/or keep in effect any or all required insurance shall also provide the basis for DOCCS' immediate termination of any contract resulting from this IFB, subject only to a five (5) business day cure period. Any termination by DOCCS under this section shall in no event constitute or be deemed a breach of any contract resulting from this solicitation and no liability shall be incurred by or arise against the Department of Corrections and Community Supervision, its agents and employees therefore for lost profits or any other damages.**

**CONSULTANT DISCLOSURE REPORTING REQUIREMENTS  
CONTRACTOR INSTRUCTIONS**

**Background:**

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

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

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

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

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

**INSTRUCTIONS**

**FORM A:**

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

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

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

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

## **INSTRUCTIONS**

### **FORM B:**

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

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

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

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

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

By mail:

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

By email:

[dccscontracts@dccs.ny.gov](mailto:dccscontracts@dccs.ny.gov)

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

By mail:

NYS Office of the State Comptroller  
Bureau of Contracts  
110 State Street, 11<sup>th</sup> Floor  
Albany, NY 12236  
Attn: Consultant Reporting  
(518) 474-8030 or (518) 473-8808

By fax:

#### **To DCS:**

By mail:

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



FORM B

<b>OSC Use Only:</b>  Reporting Code: Category Code:
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<b>State Consultant Services</b> <b>Contractor's Annual Employment Report</b> <b>Report Period: April 1,      to March 31,</b>
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Contracting State Agency Name: Office of the State Comptroller      Agency Code: 02000 Contract Number: Contract Term:    /    /      to    /    / Contractor Name: Contractor Address: Description of Services Being Provided:
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<b>Scope of Contract (Choose one that best fits):</b> Analysis <input type="checkbox"/> Evaluation <input type="checkbox"/> Research <input type="checkbox"/> Training <input type="checkbox"/> Data Processing <input type="checkbox"/> Computer Programming <input type="checkbox"/> Other IT consulting <input type="checkbox"/> Engineering <input type="checkbox"/> Architect Services <input type="checkbox"/> Surveying <input type="checkbox"/> Environmental Services <input type="checkbox"/> Health Services <input type="checkbox"/> Mental Health Services <input type="checkbox"/> Accounting <input type="checkbox"/> Auditing <input type="checkbox"/> Paralegal <input type="checkbox"/> Legal <input type="checkbox"/> Other Consulting <input type="checkbox"/>
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Employment Category	Number of Employees	Number of Hours Worked	Amount Payable Under the Contract
Total this page	0	0	\$ 0.00
Grand Total			

Name of person who prepared this report: Preparer's Signature: _____ Title: _____ Phone #: _____ Date Prepared:    /    /
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Use additional pages if necessary) Page      of

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

**NON-DISCLOSURE AGREEMENT**

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

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

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

1. Confidential Information

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

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

Business information: vendor lists, customer lists, constituent lists, financial data, statistical data, strategic plans, offender/releasee case files and the contents thereof, photographs, laboratory reports, charts, studies, NYSID/DIN Numbers, employee information/personnel files, all information concerning employment applicants, information relating to any victim/family of a victim and/or correspondence, social security numbers, dates of birth, drug and alcohol tests and treatment information, health and/or mental health information including but not limited to, all records subject to the laws, rules, and regulations of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), rap sheets, photos and fingerprint data, documents/data not created by DOCCS, legal documents, correspondence, and litigation files, DOCCS policies, procedures and manuals, equipment used by DOCCS, or information regarding DOCCS's business dealings and relations with other parties.

2. Confidentiality

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

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

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

3. Limits on Confidential Information. Confidential Information shall not be deemed proprietary and the Recipient shall have no obligation to respect such information where the information:

- a. was known to Recipient prior to receiving any of the Confidential Information from DOCCS;
- b. has become publicly known through no wrongful act of Recipient;

- c. was received by Recipient without breach of this Agreement from a third party without restriction as to the use and disclosure of the information;
  - d. was independently developed by the Recipient without the use of the Confidential Information; or
  - e. was ordered to be publicly released by the requirement of a government agency or judicial proceeding.
4. Maintenance, Return, and Destruction of the DOCCS Confidential Material. Upon the DOCCS's direction, Recipient will return any Confidential Information whether electronic, paper, or other media within 48 hours of agreement termination. Returned electronic information to DOCCS must be decrypted. Copies whether electronic, paper, or other media within 48 hours of agreement termination, will be destroyed by methodology chosen by DOCCS.
5. Ownership of Confidential Information. Recipient agrees that all Confidential Information shall remain the property of DOCCS, and that DOCCS may use such Confidential Information for any purpose without obligation to Recipient. Nothing contained herein shall be construed as granting or implying any transfer of rights to Recipient in the Confidential Information. All products, whether physical or intellectual, produced in this relationship are DOCCS property and the Recipient has no rights to claim, distribute, or market such product or related DOCCS information without prior written consent from DOCCS Management, except to the degree that a valid contract between Recipient and DOCCS explicitly grants such rights. Recipient will comply with all DOCCS security policies, procedures and standards and follow best industry accepted security practices.
6. Term and Termination. This Agreement may be terminated by mutual consent. The obligations of this Agreement shall be continuing until the Confidential Information disclosed to Recipient is no longer confidential.
7. Survival of Rights and Obligations. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by (a) DOCCS, its successors, and assigns; and (b) Recipient, its successors and assigns.
8. Jurisdiction and Venue: The laws of the State of New York shall govern this Agreement. If federal jurisdiction exists, we consent to exclusive jurisdiction and venue in the federal courts in Northern District of New York. If not, we each consent to the exclusive jurisdiction and venue in the Supreme Court of Albany County, New York.
9. Miscellaneous.
- 9.1 In the event that a portion of this Agreement is found to be unenforceable, the remainder of the Agreement shall stay in effect.
  - 9.2 Any delay or failure of either of us to exercise a right to remedy will not result in a waiver of that, or any other right or remedy.
  - 9.3 Each of us acknowledges that money damages may not be sufficient compensation for a breach of this Agreement. DOCCS reserves the right to receive an injunction from an appropriate New York State Court if the Agreement is breached.
  - 9.4 In any dispute relating to this Agreement, the prevailing party will be entitled to recover reasonable attorney's fees and costs.
  - 9.5 This agreement does not grant any implied intellectual property license to confidential information, except as stated above.
  - 9.6 Confidential information must be encrypted in transit or at rest. *Encryption* methods must comply with state policy: Cryptographic Controls Standard (P03-002, Part 11. Systems Development and Maintenance Policy) S10-006 - V1.0 - February 12, 2010 located at the following URL: <http://www.cscic.state.ny.us/lib/policies/documents/Cyber-Security-Standard-S10-006-Cryptographic-Controls.pdf>.
  - 9.7 Penalty for non-compliance. Violation of this agreement could involve penalties, up to and including, relationship termination, and civil and criminal prosecution in accordance to all applicable laws.

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

Name (please print) \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

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

Name (please print) \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_