



# Corrections and Community Supervision

Request for Proposals (RFP) #2015-03

Statewide Utilization Management Program

Issue Date: March 10, 2015

Proposal Due Date: May 29, 2015 by 3:00 P.M.

# Notice to Bidders

1. Read the entire RFP document. Note the key issues such as: critical dates, qualifying and mandatory requirements, services required, and proposal packaging requirements.
2. The successful Bidder must be able to provide a statewide Utilization Management Program for DOCCS. **Only one contract will result from this RFP.**
3. Note the name, address, phone numbers and email of the designated contacts. These are the only individuals that you are allowed to communicate with regarding this RFP (see Section II – Designated Contact).
4. Any amendments, clarifications, responses to questions, and updates to this RFP will be posted on the NYS Contract Reporter website (<http://www.nyscr.ny.gov/>) and the DOCCS (Community Supervision) website (<https://www.parole.ny.gov/rfps.html>).
5. It is the responsibility of the bidder to address all amendments, clarifications or updates pertaining to this RFP. All applicable amendment information must be incorporated in the bidder's proposal.
6. Take advantage of the Questions and Answers period. All questions must be submitted in writing to the designated email address by the date and time specified in Section III - Key Events/Dates.
7. Review the RFP document and your proposal. Make sure all requirements are addressed and all submission copies are identical and complete.
8. Package your proposals as instructed in Section XIII - Proposal Submission. Ensure your proposal conforms to the packaging requirements. Proposals not packaged accordingly may be deemed non-responsive.
9. Submit your proposal so that it is received by the designated due date and time (see Section III – Key Events/Dates). **DOCCS will not consider for award proposals received after the due date and time indicated.**

## Glossary of Terms

Acute Care	Providing or concerned with short-term care especially for serious acute disease or trauma
Bidder or Offeror or Proposer	Any individual or entity submitting a proposal for this RFP
Clinics	Physicians and Dentists provide services within a correctional facility.
Commissioner	Commissioner of the Department of Corrections and Community Supervision or duly authorized representative
Contractor	The successful bidder awarded a contract as a result of this RFP
Coordinated Specialty Care Unit (CSC)	The unit responsible for coordination of specialty care of inmate population
DOCCS	Department of Corrections and Community Supervision
DRG	Diagnosis-Related Group
EDT	Eastern Daylight Time
Facility	Correctional Facility
FHS1	DOCCS' Clinic Scheduling System. The contractor will be given access.
HCFA	The standard claim form used by physicians and dentists.
Hub	A group of correctional facilities within the same geographic region.
Inmate	Convicted felon that is incarcerated
Primary Care	Health care provided by a medical professional with whom a patient has initial contact and by whom the patient may be referred to a specialist for further treatment.
Referral	The order to send a patient to an appropriate specialist or agency for definitive treatment.
Request for Proposals (RFP)	This solicitation document.
Regional Health Services Administrator (RHSA)	Responsible for the development, negotiation, implementation, and monitoring of provider contractual relations.
Regional Dental Director (RDD)	Serves as Supervisor for a particular region and is responsible for the development, implementation and administration of services within that region. This includes working with RMD's and other staff on health care issues at facilities.
Regional Medical Director (RMD)	Serves as Chief of Service of a particular region and is responsible for the development, implementation, and administration of services within that region. This includes working with RHSA's and other staff on health care issues at facilities.
Secondary Care	Medical care provided by a specialist or facility upon referral by a primary care physician that requires more specialized knowledge, skill, or equipment than the primary care physician has.

Specialty Care	Specialized medical services provided by a physician and dentist.
Senior Utilization Review Nurse (SURN)	Works with the RMD's, CSC Unit, RHSA's and facility staff to ensure that inmate health care is consistent with community standards, and is delivered in the most efficient and cost effective manner. Works collaboratively with Utilization Management contractor to ensure DOCCS policies and procedures are being adhered to.
Tertiary Care	Highly specialized medical care usually over an extended period of time that involves advanced and complex procedures and treatments performed by medical specialists in state-of-the-art facilities.
UB04	The standard claim form used by hospitals.
URAC	Utilization Review Accreditation Committee
Urgency Levels of Referral: <ul style="list-style-type: none"> <li>○ Emergent</li> <li>○ Urgent</li> <li>○ Soon</li> <li>○ Routine</li> <li>○ Assigned</li> </ul>	<p>Within 24 hours</p> <p>Within 5 days</p> <p>Within 14 days</p> <p>Within 30 days</p> <p>Anytime over 30 days</p>
Utilization Management	Techniques for managing the cost of health care by making decision about patient care based on case-by-case assessments prior to providing care.
Utilization Review (UR)	The review to determine whether health care services that have been provided, are being provided, or are proposed to be provided to a patient are medically necessary. The review can be undertaken prior to, concurrent with, or subsequent to the delivery of such services.
Vendor	Any individual or entity doing business with New York State.
Work Release	A program under which certain inmates are permitted employment outside the correctional facility while serving their sentences, prior to their full release.

## Table of Contents

Notice to Bidders .....	2
Glossary of Terms .....	3
I. Overview .....	7
II. Designated Contact.....	8
III. Key Events/Dates.....	9
IV. Bidders' Conference.....	10
V. Minimum Bidder Qualifications.....	11
VI. Scope of Services .....	11
VII. Requirements.....	14
VIII. Administrative Information. ....	18
A. Method of Award.....	18
B. Price .....	18
C. Term of Contract.....	18
D. Method of Payment.....	18
E. Price Adjustment (Escalation/De-escalation).....	19
IX. Contract Clauses.....	19
A. Freedom of Information Law/Trade Secrets.....	19
B. Subcontractors.....	20
C. Debriefing .....	20
D. Termination.....	21
E. Ethics Compliance. ....	22
F. Indemnification.....	22
G. New York State Vendor File Registration .....	22
X. Legal Required Forms .....	23
XI. Procurement Rights .....	32
XII. Proposal Content .....	35
A. Mandatory Requirements.....	35
B. Technical Proposal .....	36
C. Cost Proposal .....	38
XIII. Proposal Submission .....	39
A. RFP Questions and Clarifications .....	39
B. Proposal Packaging and Submission.....	39
C. Proposal Due Date .....	40

XIV. Proposal Evaluation Criteria and Selection Process..... 41  
A. Proposal Evaluation and Scoring..... 41  
B. Final Composite Score..... 43  
C. Notification of Award..... 43

Attachment A – Appendix A, Standard Clauses for New York State Contracts

Attachment B – Application Cover Sheet

Attachment C – Cost Proposal Form

Attachment D – Bid Declination Form

Attachment E – M/WBE or Small Business Enterprise Certification

Attachment F – Legal Required Forms

Attachment G – M/WBE Requirements and Forms

Attachment H – Bid Submission Checklist

Attachment I – New York State DOCCS Facilities and Regional Map

Attachment J – DOCCS Directive #2216

# NYS DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION

## REQUEST FOR PROPOSALS #2015-03 STATEWIDE UTILIZATION MANAGEMENT PROGRAM

### I. Overview

This Request for Proposals (RFP) is being released by the New York State Department of Corrections and Community Supervision (hereafter “the Department” or “DOCCS”). DOCCS is responsible for the confinement and rehabilitation of approximately 53,000 inmates under custody held at 54 state correctional facilities located throughout New York State. **A map of NYS correctional facilities is attached as Attachment I for informational purposes.**

DOCCS is responsible for the delivery of medical care to those inmates confined to its correctional facilities. The Department employs physicians, nurses, nurse practitioners, physician assistants, dentists, pharmacists, and ancillary staff to provide on-site primary care. Secondary care and tertiary care is obtained from community-based providers. In a 12-month period, over 122,731 specialty care appointments were completed by contracted physicians and 2,502 acute care admission days were accessed in community-based hospitals. (Note: Length of stays may vary.)

The goal of this Request for Proposals (RFP) is to procure services for a statewide Utilization Management Program for inpatient and outpatient specialty care provided to its general confinement offenders. The selected program will enable DOCCS to meet the following objectives:

- Provide timely access to specialty care for all inmates.
- Ensure only medically necessary care is provided using the benchmark of community standard of care .
- Provide for continuity and consistency of care across the state.
- Ensure services will be provided in the appropriate setting by the appropriate provider.
- Contribute to positive community relations.

This solicitation outlines the terms, conditions, and all applicable information required for submitting a proposal. Bidders should pay strict attention to the key events (see Section III) to prevent disqualification. To ensure compliance with the RFP requirements and to prevent possible disqualification, Bidders should follow the format and instructions contained in this document.

## II. Designated Contact

All inquiries concerning this RFP will be addressed to the following **Designated Contacts**:

### **PRIMARY CONTACT**

**Kathleen Gallagher**

NYS Department of Corrections and  
Community Supervision  
Division of Support Operations/Contract  
Procurement Unit  
The Harriman State Campus  
1220 Washington Avenue  
Albany, New York 12226-2050  
Voice: 1-518-436-7886, Ext. 3130  
Fax: 1-518-436-1519  
Email: [doccscontracts@doccs.ny.gov](mailto:doccscontracts@doccs.ny.gov)

### **ALTERNATE CONTACT**

**Carol Turo**

NYS Department of Corrections and  
Community Supervision  
Division of Support Operations/Contract  
Procurement Unit  
The Harriman State Campus  
1220 Washington Avenue  
Albany, New York 12226-2050  
Voice: 1-518-436-7886, Ext. 3110  
Fax: 1-518-436-1519  
Email: [doccscontracts@doccs.ny.gov](mailto:doccscontracts@doccs.ny.gov)

**Contacting anyone other than the designated contacts may result in rejection of bid. See details in Section X.A.1 - Procurement Lobbying Act.**

All questions and inquiries must be submitted in writing via email, citing the particular proposal section and paragraph number, to the Contract Procurement Unit. Please reference "RFP 2015-03" on the subject line of your email.

Bidders are cautioned to read this document thoroughly to become familiar with all aspects of the bid. Prospective Bidders should note that all clarifications and exceptions including those relating to the terms and conditions of the contract are to be resolved prior to the submission of a bid.

Answers to all questions of a substantive nature will be posted in the form of a formal addendum at the following website: <https://www.parole.ny.gov/rfps.html>. Any questions received after the due date and time (see Section III - *Key Events/Dates*) may not be addressed. The addendum will become part of the ensuing contract.

Bidders entering into a contract with the State are expected to comply with all the terms and conditions contained herein.

### III. Key Events/Dates

The table below outlines the schedule for important action dates. If the State finds it necessary to change any of these dates, notification will be accomplished through an addendum to this RFP.

<u>Event</u>	<u>Date</u>
Request for Proposals (RFP) Issued	March 10, 2015
Bidders' Conference	April 15, 2015 @ 1:00 PM
DOCCS Posts Bidders' Conference Transcript	April 24, 2015
Written Bidders Questions Deadline	May 4, 2015, by 3:00 p.m. EST
DOCCS Issues Responses to Questions (estimated)	May 13, 2015
Proposals Due to DOCCS	May 29, 2015, by 3:00 p.m. EST
Successful Bidder Selection (estimated)	June 15, 2015
Contract Start Date	December 1, 2015

#### IV. Bidders' Conference

Each bidder is strongly encouraged to attend a non-mandatory Bidders' Conference scheduled for Wednesday, April 15, 2015, at 1:00 p.m., to be held at the NYS Department of Corrections and Community Supervision's Training Academy, 1134 New Scotland Road, Albany, NY 12208. This is the only date and time available for the Bidders' Conference. Alternate dates for additional bidders' conferences **will not** be available.

All Bidders must pre-register with the Contract Procurement Unit at (518) 436-7886, Ext. 3135, or by email [doccscontracts@doccs.ny.gov](mailto:doccscontracts@doccs.ny.gov), by close of business Thursday, April 9, 2015. Each Bidder is requested to limit the number of representatives attending to two (2).

The bidders' conference will provide an opportunity for Bidders to obtain information about the services to be performed. Questions during the bidders' conference will be permitted, however, only questions submitted in writing and answered via addendum will be considered official.

A copy of the Bidders' Conference transcript will be posted at the following websites: DOCCS (Community Supervision) <https://www.parole.ny.gov/rfps.html> and the NYS Contract Reporter <https://nyscr.ny.gov/> on the date listed in Section III – Key Events/Dates.

**NOTE:** If there are any questions Bidders would like addressed at the bidders' conference, Bidders should submit them in writing, via email to the Contract Procurement Unit at [doccscontracts@doccs.ny.gov](mailto:doccscontracts@doccs.ny.gov), not less than 48 hours prior to the date of the bidders' conference. Please reference "RFP 2015-03" on the subject line of your email.

The deadline for the submission of **all** written questions is 3:00 p.m. on May 4, 2015. All questions should be submitted via email to the Contract Procurement Unit at [doccscontracts@doccs.ny.gov](mailto:doccscontracts@doccs.ny.gov). Please reference "RFP 2015-03" on the subject line of your email. Official answers to all written questions will also be posted on the DOCCS and New York State Contractor Reporter websites on or about the date listed in Section III – Key Events/Dates.

**In accordance with State Finance Law §139-j (3) a (3), this bidders' conference is covered by the permissible subject matter authorization. A vendor is authorized to speak with representatives other than the designated contact (s) for the sole purpose of the bidders' conference (to arrange attendance, during the conduct of the visit and to pose questions regarding the site.)**

## V. Minimum Bidder Qualifications

Bidders are advised that the State's intent is to ensure that only qualified and reliable contractors enter into a contract to perform the work as defined in this document.

**The State considers the following qualifications to be pre-requisites in order to be considered as a qualified Bidder for purposes of this solicitation. Any bidder who cannot provide evidence of meeting these requirements will be considered non-responsive and that bidder's proposal will be immediately rejected, prior to the scoring process.**

- Evidence of a minimum of two (2) years experience in Utilization Management, specific to an inmate population. The Bidder's proposal must describe the scope and duration of such experience.
- Evidence of program accreditation by Utilization Review Accreditation Committee (URAC) and registration as a UR agent under Article 49 of the NYS Public Health Law. (To review Article 49, please visit the following website: <http://public.leginfo.state.ny.us>.)

## VI. Scope of Services

DOCCS is seeking proposals for a statewide Utilization Management Program, utilizing a standardized criteria set, for the review and determination of medical necessity of all secondary and tertiary care requested on behalf of all inmates within DOCCS' custody. This is to include work-release inmates. The bidder awarded the contract will:

- Process referrals for specialty care services and connect with each of DOCCS' health units as well as Central Office via FHS1 Clinic Scheduling System.
- Provide a decision on the same business day for any "emergent" and/or "urgent" referrals as outlined below:
  - Approve: Call the appropriate nurse scheduler.
  - Pend: Notify the requesting facility by phone.
  - Preliminarily Deny: Send a high priority email to the Regional Medical Director (RMD) or Regional Dental Director (RDD) for that facility.
- Render an electronic decision within one (1) business day for all "soon" referrals, three (3) business days for all "routine" referrals, and five (5) business days for all "assigned" referrals.
- Verify ALL inpatient and outpatient medical and oral surgery claims for payment via FHS1 Medical Claims Processing System by utilizing FHS1 Clinic Scheduling System and other available means to confirm health care delivery. For fiscal year 4/1/13-3/31/14, a total of 207,873 claims were verified for payment. This included 177,108 HCFA's, 26,140 UB04's, and 4,625 on-site physician clinic claims.

- Conduct a preliminary review of all inpatient UB04's bearing any one of the top 20 most utilized DRG's. This review shall take place prior to DOCCS payment to an outside hospital and within 10 business days from the date of claim entry. DOCCS will proceed with payment of all claims, even those identified by the UR vendor as requiring further review. The UR vendor will then conduct a retrospective review utilizing the corresponding hospital medical records to ensure appropriate billing.

As knowledgeable and experienced coding specialists, the UR vendor may be able to identify DRG's other than the top 20 most utilized, in order to generate the most health care cost recovery. Therefore, suggested alternatives to the above reviews will be given consideration.

Occasionally, DOCCS may ask the UR vendor to review a particular hospital DRG claim. In the event of a dispute between the UR vendor and the hospital, the hospital will be allowed two appeals before the claim will go to an outside arbiter for final determination.

- DOCCS reserves the right to ask the successful bidder to perform the following task:

Conduct a preliminary review of approximately 15% of all outpatient claims and 15% of all oral surgery claims. This review shall take place prior to DOCCS payment and within 10 business days from the date of claim entry. DOCCS will proceed with payment of all claims, even those identified by the UR vendor as requiring further review. The UR contractor will then conduct a retrospective review of the identified claims to ensure appropriate billing. At times, DOCCS may identify a particular issue and direct the contractor to investigate an issue and give feedback to DOCCS. The UR contractor shall specify the guidelines that will be used in the review of outpatient claims.

If it is determined to be in the best interest of the State, based on the percentage bid in Item 3 on the Cost Proposal Form (see Attachment C), DOCCS will ask the successful bidder to provide the task. If the health care cost recovery is large enough, consideration may be given to raising the percentage of outpatient and oral surgery claims reviewed.

- Commence initial review of inpatient stays on the date of notification of admission, regardless of how patients are admitted (i.e., clinic, emergency room, transfer, planned admission, etc.). Continue concurrent review no less than three (3) times a week (or more frequently for seriously ill patients) and provide a written report to DOCCS via FHS1 data entry.
- The DOCCS SURN will be the point of contact for contractor's reviewer to advise of any difficulty obtaining review or discharge challenges (i.e., wound vacs, isolation, TB suspect, etc.). If after two (2) attempts by the contractor to the outside hospital and no medical information is received, the contractor shall notify the SURN.

- No less than quarterly, DOCCS must be in receipt of reports that reflect workload, program success, and opportunities for improvement. These reports will be distributed and reviewed at monthly teleconferenced meetings. DOCCS reserves the right to request the Contractor to travel to Albany for in-person meetings, if deemed necessary. Bidder shall provide a sample report.
- Upon contract approval an initial introductory meeting will be scheduled in Albany. Attendance by the Contractor is mandatory.
- Be able to adjust the standardized criteria set to assimilate DOCCS' Practice Guidelines or other adjustments specific to DOCCS providing care in a secure setting
- Ensure the availability of appropriate personnel accessible by toll-free telephone for all questions and concerns between the hours of 7:30 a.m. and 5:00 p.m. Eastern Standard Time.
- Maintain continuity of service throughout the duration of the contract term. Bidder shall identify a designated contract manager and describe their plan for training contractor's staff to maintain acceptable levels of customer service delivery throughout the term of the contract. The Contract Manager will be available as the primary point of contact with DOCCS Health Services for issues related to the contract and the contractor's performance.
- It is the responsibility of the Contractor to fully train all staff at all times during the term of the contract, insuring that the terms of the contract will be fully met.
- Contractor will monitor their staff performance. When staff performance deficiencies are noted, the Contractor will correct performance to the satisfaction of DOCCS. DOCCS will not have dedicated DOCCS staff available to monitor staff performance.
- Resolve training and technical difficulties that arise within 48 hours, without requiring intervention by DOCCS staff, and propose how to achieve an acceptable solution to DOCCS. Contractor liaison will be primarily responsible for resolving issues and informing DOCCS of resolutions.
- Travel to various sites within New York State (i.e., contracted outside hospitals, DOCCS correctional facilities and offices, etc.), as directed by DOCCS, for the purpose of providing training to DOCCS staff and vendors and conducting performance evaluations.
- When inconsistencies between service areas are identified in specialty care referrals, the Contractor will identify, analyze, and research the referrals to identify trends and recommend best practice solutions.

Subcontracting for any of the above items will be acceptable to DOCCS. Please refer to Section IX.B – Subcontractors for guidelines.

## VII. Requirements

Bidders must demonstrate the following:

- That their background and experience qualify them to provide these services and that they have the fiscal integrity and organizational structure to support this undertaking.
- That they can provide the services described in Section VI - Scope of Services in a manner that best meets the needs and operations of DOCCS.
- They will comply with all standard and appropriate regulations governing contracts with the State of New York (see Attachment A). All provisions and requirements of **Appendix A Standard Clauses for New York State Contracts** (dated January 2014) will be incorporated into any contract resulting from this solicitation and will be binding upon the parties to such contract.
- That they have a willingness to work with DOCCS to achieve any goals established relative to sub-contracting and purchasing supplies from Minority and Women-Owned Businesses (M/WBE) (see Attachment G – M/WBE Requirements and Forms).

M/WBE Compliance:

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

New York State Law

Pursuant to New York State Executive Law Article 15-A, the Department of Corrections and Community Supervision (DOCCS) recognizes its obligation under the law to promote opportunities for maximum feasible participation of certified minority and women-owned business enterprises and the employment of minority group members and women in the performance of DOCCS contracts.

In 2006, the State of New York commissioned a disparity study to evaluate whether minority and women-owned business enterprises had a full and fair opportunity to participate in state contracting. The findings of the study were published on April 29, 2010, under the title "The State of Minority and Women-Owned Business Enterprises: Evidence from New York" ("the Disparity Study"). The report found evidence of statistically significant disparities between the level of participation of minority and women-owned business enterprises in state procurement contracting versus the number of minority and women-owned business enterprises that were ready, willing and able to participate in state procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide certified minority and women-owned business enterprises program. The recommendations from the Disparity Study culminated in the enactment and the

implementation of New York State Executive Law Article 15-A, which requires, among other things, that OGS establishes goals for maximum feasible participation of New York State Certified minority and women-owned business enterprises (“MWBE”) and the employment of minority groups members and women in the performance of New York State contracts.

### **Business Participation Opportunities for M/WBEs**

For purposes of this solicitation, DOCCS hereby establishes an overall goal of 30% for M/WBE participation, 15% for Minority-Owned Business Enterprises (“MBE”) participation and 15% for Women-owned Business Enterprises (“WBE”) participation (based on the current availability of qualified MBE’s and WBE’s). A contractor on the subject contract must document “Good Faith Efforts” to provide meaningful participation by M/WBE’s as subcontractors or suppliers in the performance of the contract and contractor agrees that DOCCS may withhold payment pending receipt of the required M/WBE documentation. The directory of New York State Certified M/WBE’s can be viewed at: <http://ny.newnycontracts.com>. For guidance on how DOCCS will determine a contractor’s “Good Faith Efforts,” refer to 5 NYCRR § 142.8.

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

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

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

- A. Upon notice of contract award a Bidder is required to submit an M/WBE Utilization Plan (Form M/WBE 100-G). The Utilization Plan shall list the M/WBE’s the contractor intends to use to perform the State Contract and a description of the contract scope of work that the contractor intends to structure to meet the goals on the State contract, and the estimated or, if known, actual dollar amounts to be paid to and performance dates of each component of a State contract that the contractor intends to be performed by a NYS certified minority or women-owned business. Any modifications or changes to the agreed participation by NYS Certified M/WBE’s set forth in the Utilization Plan submitted with the bid or proposal, after the contract award and during the term of the contract, must be reported on a revised M/WBE Utilization Plan submitted to DOCCS.
- B. DOCCS contracting unit will review the submitted M/WBE Utilization Plan and advise the Bidder of their acceptance or issue a notice of deficiency within 30 days of receipt.

- C. If a notice of deficiency is issued, Bidder agrees that it shall respond to the notice of deficiency within seven (7) business days of receipt by submitting to the contracting unit, a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by DOCCS to be inadequate, DOCCS shall notify the Bidder and direct the Bidder to submit, within five (5) business days, a request for a partial or total waiver of M/WBE participation goals on M/WBE Request Form Waiver (Form M/WBE 102). Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.
- D. DOCCS may disqualify a bidder as being non-responsive under the following circumstances:
- a) If a Bidder fails to submit a M/WBE Utilization Plan;
  - b) If a Bidder fails to submit a written remedy to a notice of deficiency;
  - c) If a Bidder fails to submit a request for waiver; or
  - d) If DOCCS determines that the Bidder has failed to document good faith efforts.

Contractor shall attempt to utilize, in good faith, any MBE or WBE identified within its M/WBE Utilization Plan, during the performance of the contract. Requests for a partial or total waiver of established goal requirements made subsequent to contract award may be made at any time during the term of the contract to DOCCS, but must be made no later than prior to the submission of a request for final payment on the contract.

### **Equal Employment Opportunity Requirements**

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

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

Further, pursuant to Article 15 of the Executive Law (the “Human Rights Law”), all other State and Federal statutory and constitutional non-discrimination provisions, the contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

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

- **Executive Order Number 38, Limits on State-Funded Administrative Costs & Executive Compensation** – Effective July 1, 2013, limitations on administrative expenses and executive compensation contained within Governor Cuomo’s Executive Order #38 and related regulations published by the Department (Part 513 of 7 NYCRR – Limits on Administrative Expenses and Executive Compensation) went into effect. Applicants agree that all state funds dispersed under this procurement will, if applicable to them, be bound by the terms, conditions, obligations and regulations promulgated by the Department. To provide assistance with compliance regarding Executive Order #38 and the related regulations, please refer to the Executive Order #38 website at: <http://executiveorder38.ny.gov>. This website may also be accessed from the DOCCS website at <http://www.doccs.ny.gov/>.
- **Vendor Responsibility** – Contractor must agree to the terms and conditions as noted in Section X – Legal Required Forms of the RFP concerning Vendor Responsibility.
- **Encouraging Use of New York State Subcontractors and Suppliers** – 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 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 the attached Encouraging Use of New York State Businesses in Contract Performance located in Attachment F and return as part of your proposal.
- **DOCCS Departmental Directives, Policies and Procedures**  
The Contractor shall agree to abide by all relevant departmental directives, policies and procedures (see Attachment J). All of the Contractor’s employees and subcontractors that provide services are subject to background checks.

Upon award of the contract, the Contractor will be provided with appropriate instructions with respect to Department rules, regulations, and directives.

## VIII. Administrative Information

### A. Method of Award

This is a service contract solicitation. Proposals will be reviewed and evaluated by a selection panel using a predetermined scoring method. The resulting scores of the selection panel will be documented and filed in the Procurement Record. Awards will be approved by the offices of the Attorney General and the State Comptroller, as required by law. Because this is a service contract solicitation, awards will be made on the basis of “best value from a responsive and responsible offeror,” in accordance with the State Finance Law. “Best value” for the purpose of this solicitation shall mean “the bid obtaining the highest overall combined score based on the technical score plus the financial evaluation score.

### B. Price

Bidders are required to submit pricing using **Attachment C - Cost Proposal Form**. Cost information must not appear in the technical proposal. All cost information must be completely independent as this is reviewed separately. The cost submittal must be enclosed in a **separate, sealed envelope labeled “RFP 2015-03 Cost Proposal.”**

Bidder’s bid price shall be inclusive of all costs including travel, licenses, insurance, administrative, profit, all labor and equipment costs, reporting or other requirements, all overhead costs, and other ancillary costs. Details of service not explicitly stated in these specifications, but necessarily attendant thereto are deemed to be understood by the Bidder and included herein.

### C. Term of Contract

Once approved by OSC, the contract resulting from this RFP will commence on December 1, 2015, and will continue for a term of five (5) years.

### D. Method of Payment

Any payment made by DOCCS to the contract vendor will be made through direct payment upon submission of billing invoices. Compensating balances will not be employed. Contract vendor must provide complete and accurate billing invoices to DOCCS in order to receive payment. Billing invoices submitted to DOCCS on a standard voucher must contain all information and supporting documentation. The Contractor will need to submit billing invoices on a monthly basis. Specific invoicing schedules will be determined mutually between DOCCS and the Contractor after notice of contract award.

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 email at [epayments@osc.state.ny.us](mailto:epayments@osc.state.ny.us) or telephone 855-233-8363.

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.

Please note that in conjunction with New York State's implementation of a new Statewide Financial System (SFS), the Office of the State Comptroller (OSC) requires all vendors doing business with New York State agencies to be a registered vendor within OSC's Vendor Management Unit. For contracts to be approved and executed by both DOCCS and OSC, a contractor must be enrolled in SFS. If the awardee does not already have a New York State Vendor ID, upon notice of contract award, the contractor must submit a completed OSC Substitute W-9 form to DOCCS. This information will allow DOCCS to initiate the vendor registration process. Once a vendor has received a NYS Vendor ID, they will be able to enroll in SFS. If the contractor is already a registered vendor and enrolled within SFS, the contractor shall provide their assigned NYS Vendor ID upon request.

Instructions regarding invoice submission will be provided to the vendor after notice of contract award.

#### **E. Price Adjustment (Escalation/De-escalation)**

All rates shall be firm for the first year of the contract. Rates will be automatically adjusted up or down on each anniversary date of the contract. Adjustments will be based on the Consumer Price Index (CPI) for All Urban Consumers, Not Seasonally Adjusted, U.S. City Average, Professional Services, with series ID: CUUR0000SEMC, CUUS0000SEMC. No change shall exceed five percent. In the event the specified index is discontinued or is no longer published by the Bureau of Labor Statistics ([www.bls.gov](http://www.bls.gov)), the contractor and DOCCS will negotiate a mutually acceptable replacement index.

### **IX. Contract Clauses**

#### **A. Freedom of Information Law / Trade Secrets**

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

## **B. Subcontractors**

The State will contract only with the successful Bidder who is the Prime Contractor. The Issuing Office considers the Prime Contractor, the sole Contractor with regard to all provisions of the solicitation and the contract resulting from the solicitation. **Any known/planned use of subcontractors must be disclosed in detail with the bid submission.** If subcontractors are to be used for base scope services, it shall be understood that the bid price includes the cost of the subcontractor and no additional markups will be allowed.

No subcontract entered into by the Contractor shall relieve the Contractor of any liabilities or obligations in this RFP or the resultant contract. The Contractor accepts full responsibility for the actions of any employee or subcontractor/subcontractor's employee(s) who carry out any of the provisions of any contract resulting from this RFP.

The Contractor's use of subcontractors shall not diminish the Contractor's obligations to complete the work in accordance with the contract. The Contractor shall coordinate and control the work of the subcontractors.

The Contractor shall be responsible for informing the subcontractors of all terms, conditions, and requirements of the contract documents. During the term of the Contract, before any part of the contract shall be sublet, the Contractor shall submit to the NYS Department of Corrections and Community Supervision, Division of Support Operations / Contract Procurement Unit, 550 Broadway, Menands, NY 12204, in writing, the name of each proposed subcontractor and obtain written consent to such subcontractor. The names shall be submitted in ample time to permit acceptance or rejection of each proposed subcontractor without causing delay in the work of this contract. The Contractor shall promptly furnish such information as DOCCS may require concerning the proposed subcontractor's ability and qualifications.

## **C. Debriefing**

Bidders will be accorded fair and equal treatment with respect to the opportunity for debriefings. Unsuccessful Bidders will be notified in writing and will be offered an opportunity for a debriefing. Bidders requesting a debriefing prior to the final approval of the contract must make a request in writing to the designated contact person within seven (7) days of the notification. The debriefing would be limited to review of that Bidder's proposal. After the final contract approval, DOCCS shall, upon request, provide a debriefing to any Bidder that responded to the solicitation, regarding the reason that the proposal submitted by the unsuccessful Bidder was not selected for a contract award. The post award debriefing should be requested by the bidder within thirty (30) days of approval of the contract as posted on the OSC website (web address below):

<http://wwe2.osc.state.ny.us/transparency/contracts/contractsearch.cfm>

## D. Termination

### 1. Agency Termination

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

The Contractor shall at all times during the contract remain responsible. Failure to remain responsible may result in termination of the contract.

The Department of Corrections and Community Supervision may, upon thirty (30) days notice, terminate the contract resulting from this RFP in the event of the awarded Bidder's failure to comply with any of the bid's requirements unless the awarded Bidder obtained a waiver of the requirement.

In addition, DOCCS may also terminate any contract resulting from this 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 termination 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 the Department of Corrections and Community Supervision, its agents and employees therefore for lost profits or any other damages.

### 2. Procurement Lobbying Termination

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

## **E. Ethics Compliance**

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

## **F. 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.

## **G. New York State Vendor File Registration**

Prior to being awarded a contract pursuant to this Solicitation, the Bidder(s) must be registered in the New York State Vendor File (Vendor File) administered by the Office of the State Comptroller (OSC). This is a central registry for all vendors who do business with New York State Agencies and the registration must be initiated by a State Agency. Following the initial registration, a unique New York State ten-digit vendor identification number will be assigned to your company for usage on all future transactions with New York State. Additionally, the Vendor File enables vendors to use the Vendor Self-Service application to manage all vendor information in one central location for all transactions related to the State of New York. If Bidder is already registered in the New York State Vendor File, list the ten-digit vendor ID number on the Application Cover Sheet (see Attachment B).

If a Bidder is not currently registered with the New York State Vendor File, upon notice of contract award, DOCCS shall request a completed OSC Substitute W-9 form. A fillable form with instructions can be found at the following link: [http://www.osc.state.ny.us/vendors/forms/ac3237s\\_fe.pdf](http://www.osc.state.ny.us/vendors/forms/ac3237s_fe.pdf). DOCCS will initiate the vendor registration process. Once the process is initiated, registrants will

receive an email from OSC that includes the unique ten-digit vendor identification number assigned to the company and instructions on how to enroll in the online Vendor Self-Service application. For more information regarding the NYS Vendor File, please visit: [http://www.osc.state.ny.us/vendor\\_management/](http://www.osc.state.ny.us/vendor_management/).

To request assignment of a NYS Vendor ID to access the VendRep System **in advance of submitting your bid**, contact the Office of the State Comptroller's Help Desk at 866-370-4672 or 518-408-4672 or by email at [ITServiceDesk@osc.state.ny.us](mailto:ITServiceDesk@osc.state.ny.us).

## **X. Legal Required Forms**

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 Attachments F and G. Please review the forms carefully and note that some forms require notarized signatures. The mandatory forms and documents include:

### **A. The following documentation must be submitted at the time of bid submission:**

#### **1. Procurement Lobbying Act – State Finance Law § 139j and k – Certificate of Compliance**

Pursuant to State Finance Law §§139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between DOCCS and an Offeror/Bidder during the procurement process. An Offeror/Bidder is restricted from making contacts from the earliest notice of intent to solicit offers/bids through final award and approval of the Procurement Contract by DOCCS and, if applicable, the Office of the State Comptroller (“restricted period”) to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j (3) (a). Designated staff, as of the date hereof, is identified in Section II – Designated Contact 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/Bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a four-year period, the Offeror/Bidder is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found on the OGS website:

<http://www.ogs.ny.gov/Aboutogs/regulations/defaultAdvisoryCouncil.html>

#### **2. Vendor Responsibility Questionnaire**

DOCCS conducts a review of prospective contractors (“Bidders”) to provide reasonable assurances that the Bidder is responsive and responsible. A Questionnaire is used for non-construction contracts and is designed to provide information to assess a Bidder’s responsibility to conduct business in New York based upon financial and organizational capacity, legal authority, business integrity, and past performance history. By submitting a bid, Bidder agrees to

fully and accurately complete the "Questionnaire." The Bidder acknowledges that the State's execution of the Contract will be contingent upon the State's determination that the Bidder is responsible, and that the State will be relying upon the Bidder's responses to the Questionnaire when making its responsibility determination.

DOCCS recommends each Bidder to file the required Questionnaire online via the New York State VendRep System. It is recommended that all Bidders become familiar with the requirements of the Questionnaire early in the process to provide sufficient time to complete the Questionnaire.

To enroll in 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 use, go directly to the VendRep System online at <https://portal.osc.state.ny.us/Enrollment/login>.

A Bidder's online Questionnaire cannot be viewed by DOCCS until the Bidder has certified the Questionnaire. To assist the State in determining the responsibility of the Bidder, the Bidder should complete and certify (or recertify) the Questionnaire no more than six (6) months prior to the bid due date.

OSC provides direct support for the VendRep System through user assistance, documents, online help, and a help desk. For VendRep assistance, contact the OSC Help Desk at 866-370-4672 or 518-408-4672 or [ITServiceDesk@osc.state.ny.us](mailto:ITServiceDesk@osc.state.ny.us).

Bidders opting to complete the paper questionnaire can access this form and associated definitions via the OSC website at: [http://www.osc.state.ny.us/vendrep/forms\\_vendor.htm](http://www.osc.state.ny.us/vendrep/forms_vendor.htm)

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

**The Bidder agrees that if it is awarded a Contract the following shall apply:**

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

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

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

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 NYS DOCCS at the Contractor's expense where the Contractor is determined by DOCCS to be non-responsible. In such event, DOCCS may complete the contractual requirements in any manner deemed advisable and pursue available legal equitable remedies for breach.

3. **Encouraging Use of New York State Businesses in Contract Performance**

In an ongoing effort to use New York State (NYS) businesses, DOCCS encourages bidders to partner with NYS subcontractors and/or suppliers. For this solicitation, bidders should identify the NYS businesses that they plan to use if awarded the contract resulting from this solicitation by completing the form entitled *Encouraging Use of New York State Businesses in Contract Performance* (see Attachment F). If known, please identify the businesses and attach the requested information. Return the completed form with your proposal. If you do not plan to partner with a NYS business, please indicate this on the form and return it with your proposal.

4. **M/WBE - EEO Policy Statement**

By completing the Minority/Women-Owned Business Enterprises – Equal Employment Opportunity (M/WBE-EEO) Policy Statement (see Attachment G), Bidder agrees to adopt DOCCS' policies to assist in achieving the M/WBE contract participation goals set by DOCCS and provide Equal Employment Opportunities.

5. **EEO Staffing Plan**

The Bidder will be required to submit an Equal Employment Opportunity (EEO) Staffing Plan (Form EEO 100) identifying the anticipated work force to be utilized on the contract (see Attachment G).

**B. The following documentation will be required from the Vendor upon notice of contract award:**

1. **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. Such Certificates shall be of a form and substance acceptable to DOCCS.

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

All insurance required by the Contract shall be obtained at the sole cost and expense of the Contractor; shall be maintained with insurance carriers licensed to do business in New York State and acceptable to DOCCS; shall be primary and non-contributing to any insurance or self insurance maintained by DOCCS; shall be endorsed to provide written notice be given to DOCCS, at least thirty (30) days prior to the cancellation, non-renewal, or material alteration of such policies, which notice, evidenced by return receipt of United States Certified Mail; shall be sent to NYS Department of Corrections and Community Supervision, Division of Support Operations – Contract Procurement Unit, 550 Broadway, Menands, NY 12204 and shall name The People of the State of New York, its officers, agents, and employees as additional insureds 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.
- d) **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.

2. **New York State Workers' Compensation & Disability Benefits Insurance Requirements**

**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.

Upon notice of tentative award, the Bidder will be required to submit one of the following forms as proof of compliance with this requirement:

1. CE-200 Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage Is Not Required: Form CE-200 can be filled out electronically on the New York State Workers Compensation Board's website, <http://www.wcb.ny.gov/>. Applicants filing electronically are able to print a finished Form CE-200 immediately upon completion of the electronic application. Applicants without access to a computer may obtain a paper application for the CE-200 by writing or visiting the Customer Service Center at any District Office of the Workers' Compensation Board. Applicants using the manual process may wait up to four (4) weeks before receiving a CE-200.
- OR**
2. C-105.2 Certificate of Workers' Compensation Insurance (the contractors insurance carrier provides this form) **PLEASE NOTE:** The New York State Insurance Fund provides its own version of this form, the U-26.3;

**OR**

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

**B. Disability Benefit Insurance Requirement:**

Section 220(8) of the New York State Workers' Compensation Law (WCL) requires that State and municipal entities prior to entering into a contract must ensure that the contractor applying for that contract has appropriate New York State disability benefits insurance.

Upon notice of tentative award, the Bidder will be required to submit one of the following forms as proof of compliance with this requirement:

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

**OR**

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

**OR**

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

**All forms, except CE-200, SI-12 & DB-155, must name the NYS Department of Corrections and Community Supervision, Division of Support Operations / Contract Procurement Unit, The Harriman State Campus, 1220 Washington Avenue, Albany, NY 12226-2050, as the Entity Requesting Proof of Coverage (Entity being listed as the Certificate Holder).**

**ACORD FORMS ARE NOT ACCEPTABLE PROOF OF INSURANCE COVERAGE.**

Questions should be directed to the NYS Worker's Compensation Board. Please call (518) 486-6307 or visit <http://www.wcb.ny.gov>. An information pamphlet "Prove It to Move It Program" is available at [www.wcb.ny.gov/content/main/Employers/ProveItToMoveIt.pdf](http://www.wcb.ny.gov/content/main/Employers/ProveItToMoveIt.pdf)

3. **Department of Taxation and Finance Contractor Certification – Forms ST-220-CA and ST-220-TD**

The Contractor must submit Form ST-220-CA (see Attachment F) to certify that it has filed Form ST-220-TD with the NYS Department of Taxation and Finance (DTF) 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. Bidders may access and complete a fillable 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).

Form ST-220-TD (see Attachment F) must be filed directly with DTF at the address on the front page of the form. Bidders may access and complete a fillable 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 Taxation and Finance (DTF) at <http://www.tax.ny.gov/pdf/publications/sales/pub223.pdf>. Vendors may call DTF directly at 1-800-698-2909 for any and all questions relating to Tax Law Section 5-a and relating to a company's registration status with the DTF. For additional information and frequently asked questions, please refer to the DTF website: <http://www.tax.ny.gov>.

4. **Consultant Disclosure Legislation Requirement**

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 tentative award for this RFP, the selected Contractor must complete Form A, *State Consultant Services Contractor's Planned Employment* (see Attachment F). 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* (see 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).

A completed Form B must be submitted annually by May 15 for each State fiscal year (or portion thereof) the contract is in effect, to DOCCS, the Office of the State Comptroller, and the Department of Civil Service. Details, including addresses, will be provided to the contract awardee.

5. **Non-Disclosure Agreement**

A Non- Disclosure Agreement will be made part of the awarded contract (see Attachment F).

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.

HIPAA - Contractor agrees that all medical information/records will be kept confidential by all employees as well as subcontractors in accordance with applicable state and federal laws, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (hereinafter referred to as “HIPAA”) and the regulations thereunder. In addition, Contractor will also be subject to any New York State laws, rules, regulations or DOCCS directives concerning confidentiality of medical records.

6. **M/WBE Utilization Plan**

Upon notice of tentative award, Bidder is required to submit an M/WBE Utilization Plan (Form M/WBE 100-G) (see Attachment G). The Utilization Plan shall list the M/WBE’s the contractor intends to use to perform the State Contract and a description of the contract scope of work that the contractor intends to structure to meet the goals on the State contract, and the estimated or, if known, actual dollar amounts to be paid to and performance dates of each component of a State contract that the contractor intends to be performed by a NYS certified minority or women-owned business. Any modifications or changes to the agreed participation by NYS Certified M/WBE’s set forth in the Utilization Plan submitted with the bid or proposal, after the contract award and during the term of the contract, must be reported on a revised M/WBE Utilization Plan submitted to DOCCS.

## **XI. Procurement Rights**

### **A. DOCCS reserves the right to the following:**

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

17. Unless otherwise specified in the solicitation, every offer is firm and not revocable for a period of 180 days from the bid opening.
  18. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a bidder's proposal and/or to determine a bidder's compliance with the requirements of the solicitation.
- B. Issuance of this RFP does not commit DOCCS to award a contract or to pay any costs involved in preparation of proposals. All proposals are submitted at the sole responsibility of the bidder.
  - C. The proposal must be signed by the Chief Executive Officer or an Authorized Designee of the agency and shall constitute a firm offer by the bidder for a minimum period of 180-days after proposal submission. The proposal shall serve as the basis for the contract with the successful bidder.
  - D. Bidders may propose to partner or sub-contract with other entities to meet the terms of this RFP. In such a case, however, DOCCS will only communicate with the bidder, not the partner or sub-contractor. If bidder proposing such is awarded, the partner or sub-contractor will be required to complete a Vendor Responsibility Questionnaire.
  - E. Successful bidder will be required to assure compliance with certain provisions of both state and federal Law. These include, but are not limited to, assurance of non-discrimination, affirmative action in hiring and provision of services, and the protection of client records as required by law and regulation. Proposals from Minority and Women-Owned Enterprises and Service-Disabled Veterans'-Owned Businesses are encouraged.
  - G. Unsuccessful bidders will be notified in writing and will be offered an opportunity to be debriefed. A debriefing, if any, will be scheduled for all unsuccessful bidders upon request, at a date, time and location convenient to both DOCCS and the bidder concerned.
  - H. Information regarding current contracts may be requested under the Freedom of Information Law (FOIL). FOIL requests should be submitted to DOCCS Records Access Officer. Specific filing information can be obtained at <https://www.parole.ny.gov/foil.html>. Information may be provided once the entire procurement process has been completed and formally approved by the appropriate state agencies.
  - I. Upon contract award, if Contractor is not able to start the program on December 1, 2015, DOCCS has the right to withdraw its award. The proposal with the second highest point allocation will then be awarded a contract.
  - J. Upon notice of tentative contract award the bidder will be required to sign the Non-Disclosure Agreement (see Attachment F).

- K. Any negotiated contract must conform to the laws of New York State and will be subject to approval by the Department of Law and the Office of the State Comptroller. The contract will not be effective until approval has been granted by the Department of Law and the Office of the State Comptroller.
- L. Information regarding the procurement procedure may be found on the webpage of the New York State Procurement Guidelines of the State Procurement Counsel at: <http://www.ogs.ny.gov/BU/PC/SPC.asp> and Office of General Services Procurement Services webpage at: <http://ogs.ny.gov/BU/PC/>.
- M. It is stipulated and agreed by the parties that the laws of the State of New York shall solely and in all respects govern with relation to any dispute, litigation, or interpretation arising out of or connected with any contract resulting from this solicitation.
- N. In the event that any one or more of the provisions of the forthcoming contract shall for any reason be declared unenforceable under the laws or regulations in force, such provision will not have any effect on the validity of the remainder of this said contract, which shall then be construed as if such unenforceable provision had never been written or was never contained in the contract.
- O. In the event of any material breach of service by the contractor, DOCCS shall give written notice specifying the material breach. If such written notice of material breach is given and the contractor does not correct the breach to DOCCS' satisfaction within ten (10) business days after receipt of the written notice, DOCCS shall have the right to unilaterally and immediately terminate the agreement and seek a replacement contractor in order to maintain service without penalty to DOCCS.
- P. 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 contact.
- Q. Procurement Lobbying Termination - DOCCS reserves the right to terminate this contract in the event it is found that the certification filed by the Bidder 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 Bidder in accordance with the written notification terms of this contract.

## **XII. Proposal Content**

This section of the RFP sets forth the criteria to be used by DOCCS for the evaluation of proposals submitted. Each proposal that meets the submission and mandatory requirements stated in the RFP will receive a numerical score based on the following assigned weight value for the Technical and Cost Proposal submitted:

68% - Technical Proposal  
30% - Cost Proposal  
2% - MWBE or SBE Certification

All proposals will be evaluated based on thoroughness in responding to each item below. Bidders are encouraged to include all information that may be deemed pertinent to their proposal. Bidders may be requested to provide clarification based on the State's evaluation procedure. Any clarification will be considered a formal part of the Bidder's original proposal. If further clarification is needed during the evaluation period, DOCCS will contact the Bidder.

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

### **A. Mandatory Requirements (Pass/Fail)**

1. Cover Letter - The cover letter must confirm that the Bidder understands all of the terms and conditions contained in this RFP and will comply with all the provisions of this RFP. Further, should the contract be awarded to your company, you would be prepared to begin services on December 1, 2015, as indicated in Section III - Key Events/Dates. The cover letter must include the full contact information of the person(s) DOCCS shall contact regarding the bid and must also include the name(s) of principal(s) of the company responsible for this contract, their function, title, and number of years of service with company. A Bidder Representative authorized to make contractual obligations must sign the cover letter. The letter must also state whether or not subcontractors will be used, and the name, address, and intended role of each proposed subcontractor (see Section IX.B - Subcontractors).
2. Bidders must provide evidence of their ability to meet the minimum qualifications, experience, and capabilities to provide services requested in this RFP including the minimum bidder requirements set forth in Section V - Minimum Bidder Qualifications.
3. Evidence of the employment or appointment of a Program Medical Director, designated to provide oversight of the Utilization Management Program. The Program Medical Director shall be appropriately credentialed in accordance with URAC guidelines.

4. Provide a copy of the Bidder's audited financial statement from the last two years.
5. Identify the guidelines that will be used in the review of outpatient claims.

**B. Technical Proposal (68%)**

1. Experience and References (20%)

- a. Provide an overview of your company's experience in providing UM services of similar scope and size for local, state, or federal governmental entities, specific to an inmate population. Provide a list of contracts for which the vendor provided similar services for within the past two (2) years. (8%)
- b. Written letters of recommendation from two (2) to six (6) professional references, outlining past work performance. The documentation must be on official letterhead and should include a contact name, address, phone number, and email address for inquiries. DOCCS reserves the right to contact references for clarification and/or verification of information provided. We will make no more than three attempts to contact any one reference. If we are unable to reach references, full credit cannot be given for this section. (8%)

**Please note: Any proposal which does not include written documentation from at least two references will be rejected.**

- c. A Table of Organization outlining reporting roles and responsibilities appropriate to the operation of a DOCCS-specific Utilization Management Program. A comprehensive list of the qualifications and credentials of each staff member cited in the bidder's Table of Organization. (4%)

2. Expertise in Utilization Management Services (48%)

- a. Written understanding of the scope of services desired by DOCCS and the Bidder's general approach to providing such services and a thorough description of how the services as noted in Section VI - Scope of Services will be provided. (9%)

- b. Identification of means by which program success or failure will be assessed on a quarterly basis along with specific plans for reporting the results of program assessment to DOCCS. Any deficiencies reported should be accompanied by specific recommendations for improvement. At a minimum, reports should contain the following information: (9%)
- Documentation of the bidder's policies and procedures that cover all aspects of the Utilization Review process.
  - Procedures to assure that UR determinations are made within specific time-frames as noted in Section VI – Scope of Services.
  - Number of claims verified.
  - Accuracy rate.
  - Percent of referrals approved/preliminarily denied and reasons for denial.
  - Percent of referrals pended and reasons for pending.
  - Total admissions and length of inpatient stays.
- c. Bidder shall describe how their designated contract manager will resolve, within 48 hours, any training and technical issues that arise. (9%)
- d. Proof of an established Quality Assurance (QA) program for the review of services provided by the Bidder and evidence of a defined process to rectify areas of concern. Areas of concern identified by the QA program will be shared with DOCCS through meetings as needed. It is estimated that meetings will take place not more than monthly and not less than quarterly, the exact frequency to be determined by DOCCS. The Bidder will seek to advance and assure the quality of the referrals entered into FHS1 Clinic Scheduling System. On a case-by-case basis, the Bidder will advise DOCCS of any "process concerns" identified in the course of its Utilization Management function and will also share this information through these meetings. (7%)
- e. A written education plan which includes a minimum of two (2) on-site correctional facility training sessions per hub within the first year of the implementation of the Utilization Management Program, and yearly thereafter as requested by DOCCS. The agenda for each training session must be presented to DOCCS for review three (3) months prior to implementation and is subject to approval by DOCCS. Length of training sessions will be determined based on topics to be discussed. Bidder shall submit a sample of training demonstrating their capabilities. (5%)

- f. Documentation of the nationally recognized and accepted standardized clinical review criteria and samples of how it would apply to the following conditions: Maxillo-Facial Fractures, Septo/Rhinoplasty, and Veinous Thrombosis. Specialist services for which a standardized criteria set is required shall include, but not be limited to the following: (5%)

Allergy and Immunology	Ophthalmology
Anesthesiology	Optometry
Audiology	Oral & Maxillo-Facial Surgery
Cardiology	Orthopedics
Cardiovascular Surgery	Orthotics
Dermatology	Organ Transplants
Endocrinology	Otolaryngology
Emergency Medicine	Physical Therapy
Gastroenterology	Podiatry
General Surgery	Prosthetics
Hearing Aid Services	Pulmonary Medicine
Hematology/Oncology	Radiology: Interpretation
Infectious Disease	Radiology: Special Films, Studies
Internal Medicine	Reconstructive Surgery
Nephrology	Thoracic/Vascular Surgery
Neurosurgery	Urology
Occupational Therapy	

**The bidder’s definition of “medical necessity” for the purposes of Utilization Management must be included.**

- g. Provide evidence to ensure policies and procedures applicable to laws governing the confidentiality of medical records are in place. In addition, the Bidder shall be required to provide documentation outlining in detail compliance with the Health Information Portability and Accountability Act of 1996 (HIPAA). Bidder must describe their practice to ensure their ongoing compliance. (2%)
- h. Provide a description of bidder’s plan for training staff to maintain consistent and acceptable levels of customer service delivery. Bidder shall include how they will address and resolve issues that arise due to staffing changes. (2%)

**C. Cost Proposal (30%)**

The Bidder is required to propose a monthly rate for each inmate life covered under the contract for the performance of its services. (For example: 59,000 covered inmate lives x \$\_\_\_ monthly rate x 60 months (the contract term) = \$\_\_\_ total contract amount). Monthly, DOCCS will calculate the actual monthly inmate population on the basis of the DOCCS report, HSCLOC152A, entitled Average Daily Population Report and regular adjustments will be made to reconcile prospective payment amounts with actual amounts.

As outlined in Section VI - Scope of Services, the bidder is expected to provide a cost specific to the review of inpatient UB04's bearing the top 20 most utilized DRG's and corresponding medical records to ensure appropriate billing.

The Bidder is also required to provide a cost specific to outpatient review and oral surgery review as outlined in Section VI – Scope of Services.

Bidder shall submit a completed Cost Proposal Form (see Attachment C). The Cost Proposal Form must be complete with no lines omitted. Bidder shall not deviate from the Cost Proposal Form.

### **XIII. Proposal Submission**

#### **A. RFP Questions and Clarifications**

Questions and clarifications regarding this RFP must be in writing referencing the RFP number, page number, and section/subsection and emailed to the Contract Procurement Unit at [doccscontracts@doccs.ny.gov](mailto:doccscontracts@doccs.ny.gov). Enter “RFP 2015-03” in the subject line.

Prospective Bidders should note that all clarifications and exceptions, including those relating to the terms and conditions of the contract, are to be resolved prior to the submission of a proposal. The deadline for questions and inquiries is by 3:00 p.m. EST on the date specified in Section III – Key Events/Dates. Answers to all questions of a substantive nature will be given to all prospective Bidders in the form of a formal addendum, which will be posted to the following websites: DOCCS (Community Supervision) <https://www.parole.ny.gov/rfps.html> and the NYS Contract Reporter <https://www.nyscr.ny.gov/> and annexed to and become part of the resultant Contract. DOCCS will issue responses on or about the date listed in Section III – Key Events/Dates. The addendum will be included in the final Contract documentation.

**Note:** All contacts are subject to certain restrictions defined in State Finance Law §139-j and k (see Section X.A.1 - Procurement Lobbying Act).

#### **B. Proposal Packaging and Submission**

For the purpose of evaluation, each proposal must be submitted in three (3) parts, but mailed together.

1. **Part I – Response to Mandatory Requirements and Mandatory Forms and Document Requirements** - Shall be comprised of the Bidder's response to the Mandatory Requirements (see Section XII.A) and the submission of mandatory forms and documents included in Attachments F and G and described in Section X – Legal Required Forms and in other sections of the RFP. Complete and submit one (1) original and one (1) exact copy of each.

**Notarized signatures are required on some forms.** Include a copy of the **Bid Submission Checklist** (see Attachment H).

2. **Part II - Technical Proposal Submittal** - Must consist of the technical proposal submittal **ONLY**. The technical proposal submittal must include a minimum of two (2) originals and six (6) exact copies.
3. **Part III - Cost Proposal Submittal** - Must consist of the cost proposal submittal **ONLY**. The cost proposal submittal must include three (3) originals and be clearly marked "**RFP 2015-03 Cost Proposal**" in a **separate sealed envelope**.

Each part must be complete in itself in order that the evaluation of each part can be accomplished independently and concurrently, and that the technical submittal can be evaluated strictly on the basis of its merits. **Cost information is not to be included in Parts I or II** and must be sealed separately.

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

All proposals and accompanying documentation will become the property of the State of New York and will not be returned. The content of each bidder's proposal will be held in strict confidence during the evaluation process. The successful bidder's proposal, including all subsequent correspondence and a copy of the RFP, will be made a part of the contract. Therefore, an authorized representative must sign each original proposal submitted.

**PROPOSALS WILL NOT BE ACCEPTED VIA FAX OR EMAIL.**

Should a Bidder decide not to submit a bid, a completed Bid Declination Form should be submitted (see Attachment D).

**C. Proposal Due Date**

The completed proposal, with all required attachments and documentation, must be received no later than **3:00 pm, on May 29, 2015**. Any proposal received after this date and time will not be accepted.

Please Note: Bidders are reminded to comply with the specific requirements related to the cost component of the proposal.

Proposal must be received in a sealed package marked "**Proposal for RFP 2015-03**" and forwarded to:

**Attn: Kathleen Gallagher  
NYS Department of Corrections and Community Supervision  
Contract Procurement Unit – Support Operations  
Proposal for RFP 2015-03  
550 Broadway  
Menands, NY 12204**

## **XIV. Proposal Evaluation Criteria and Selection Process**

### **A. Proposal Evaluation and Scoring**

DOCCS intends to award one contract as a result of this solicitation.

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

A committee of DOCCS personnel will evaluate proposals independently to determine which proposals are most capable of implementing DOCCS requirements based on the following criteria:

#### **Phase 1 - Preliminary Review (Pass/Fail Criteria)**

Phase 1 will consist of a review of each original proposal to ensure that all submission requirements (see Section XIII.B) and mandatory requirements (see Section XII.A) are met. Failure to meet any of the submission and mandatory requirements in the original proposal will result in a proposal being considered non-responsive and will result in elimination from further evaluation. All original proposals that meet the submission and mandatory requirements will move to Phase 2. Phase 1 is not scored; it is reviewed for compliance as noted below in the pass/fail checklist:

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

Only those Bidders who furnish all required information and meet the submission and mandatory requirements will be considered.

- Bidder's Response to Mandatory Requirements (see Section XII.A): submit one (1) original and one (1) exact copy.
- Technical Proposal: submit two (2) originals and six (6) exact copies.
- Cost Proposal Form (see Attachment C) submitted in a separate, sealed envelope clearly labeled "Cost Proposal": submit three (3) originals.
- Bidder meets the mandatory requirements (see Section XII.A).
- Mandatory forms and document requirements:
  - Completed Application Cover Sheet (see Attachment B): submit two (2) original copies.
  - Submit one (1) original and one (1) exact copy of the following:
    - Completed Procurement Lobbying Certification (see Attachment F).
    - Completed and Certified Vendor Responsibility Questionnaire (completed online or paper questionnaire submitted).

- Completed Encouraging Use of NYS Businesses in Contract Performance (see Attachment F).
- Completed DOCCS M/WBE – EEO Policy Statement (see Attachment G).
- Completed EEO Staffing Plan (see Attachment G).
- Completed Business Certification (see Attachment E).
- Completed Bid Submission Checklist (see Attachment H).
- Signed copies of all addenda released for this solicitation.

\* Please note: Cost information must not appear in the technical proposal. All cost information must be completely independent as this is reviewed separately. Therefore, the cost materials must be enclosed in a separate **SEALED LABELED** envelope. **Deviation from this rule may subject the proposal to outright disqualification.**

### **Phase 2 - Technical Proposal Submittal (68%)**

Phase 2 will consist of evaluation of your detailed technical proposal response (Part II). Proposals will be evaluated based on thoroughness in responding to each item listed in Section XII.B. All proposed services should be adequately and completely described. A paragraph-by-paragraph response in chronological order is advised to provide the Evaluation Committee with the best method to review your proposal. The breakdown of points for each item is outlined in Section XII.B.

1. Experience and References (20%)
2. Expertise in Utilization Management Services (48%)

The Evaluation Committee will grade each item listed in Section XII.B using a 0 – 5 rating scale. That rating will be applied to the item’s weight to determine the item’s points. Phase 2 scores are calculated by adding the total points of each evaluator and dividing that number by the total number of evaluators. This will create an average score of all evaluators.

### **Phase 3 - M/WBE or Small Business Enterprise Certification (2%)**

Bidders that are a New York State small business enterprise (SBE) as defined in Executive Law Section 310(20) or a New York Certified Minority or Women-owned business (M/WBE) will receive an additional 2% if proper certification declaring M/WBE or SBE criteria is met (see Attachment E).

Note: Although a Bidder may meet more than one criteria, credit is to be awarded for only one category, not multiple categories.

**Phase 4 - Part III Cost Proposal Submittal (30%)**

Phase 4 will consist of an evaluation of the overall cost (Part III) of each proposal. Bidders are required to submit pricing using Attachment C – Cost Proposal Form. Each proposal will be scored as follows:

The cost proposal with the lowest total fee will be awarded the maximum possible points.

All other bidders will receive a proportionate number of points using the following formula:  $\text{low bid} / \text{bid being evaluated} \times \text{category weight}$ .

**B. Final Composite Score (100%)**

The scores for the Technical submittal, M/WBE & SBE Certification, and Cost submittal will comprise the final composite score. The bid having the highest final composite score will be ranked number one; the bid with the second highest score will be ranked number two and so on. If the evaluation results in a tie, price shall be the basis for determining the award recipient. The basis for determining the award shall be documented in the procurement record.

**C. Notification of Award**

After the evaluation, the successful Bidder will be notified in writing of a tentative award and that a contract will be forthcoming for execution. The original proposal, and any additions or deletions to the proposal become part of the contract. Contract awards are not final until approved by the Offices of the Attorney General and the State Comptroller.

**THIS PAGE IS INTENTIONALLY LEFT BLANK**

# **ATTACHMENT A**

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

**APPENDIX A**

**STANDARD CLAUSES FOR  
NEW YORK STATE CONTRACTS**

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

**TABLE OF CONTENTS**

	<b>Page</b>
1. Executory Clause	3
2. Non-Assignment Clause	3
3. Comptroller's Approval	3
4. Workers' Compensation Benefits	3
5. Non-Discrimination Requirements	3
6. Wage and Hours Provisions	3-4
7. Non-Collusive Bidding Certification	4
8. International Boycott Prohibition	4
9. Set-Off Rights	4
10. Records	4
11. Identifying Information and Privacy Notification	4-5
12. Equal Employment Opportunities For Minorities and Women	5
13. Conflicting Terms	5
14. Governing Law	5
15. Late Payment	5
16. No Arbitration	5
17. Service of Process	5-6
18. Prohibition on Purchase of Tropical Hardwoods	6
19. MacBride Fair Employment Principles	6
20. Omnibus Procurement Act of 1992	6
21. Reciprocity and Sanctions Provisions	6-7
22. Compliance with New York State Information Security Breach and Notification Act	7
23. Compliance with Consultant Disclosure Law	7
24. Procurement Lobbying	7
25. Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates and Subcontractors	7

**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, licensor, 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/Offerors 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.

**THIS PAGE IS INTENTIONALLY LEFT BLANK**

# **ATTACHMENT B**

## **Application Cover Sheet**

New York State Department of Corrections and Community Supervision

**Application Cover Sheet**

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

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

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

\_\_\_\_\_

Phone: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Fax: \_\_\_\_\_ Website Address: \_\_\_\_\_

Federal ID #: \_\_\_\_\_ NYS Vendor ID #: \_\_\_\_\_

---

**Submitted By:**

Name of Authorized Official: \_\_\_\_\_

Title of Authorized Official: \_\_\_\_\_

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

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

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

---

# **ATTACHMENT C**

## **Cost Proposal Form**

New York State Department of Corrections and Community Supervision

**Cost Proposal Form**

1. The Bidder shall enter a monthly rate for each inmate life covered under the contract for the performance of its services.

<b>Estimated Number of Covered Inmates</b>	<b>Monthly Rate per Inmate</b>	<b>Number of Months</b>	<b><u>Grand Total for Proposal</u></b> (estimated # of covered inmates X monthly rate X 60 months)
53,000	\$	60	\$

2. The Bidder shall enter their cost specific to the review of inpatient UB04's bearing the top 20 most utilized DRG's. This is to be expressed as a percentage of any recovery money. **Do not include any other cost associated with this review. No other costs will be accepted.**

Percentage of recovery money \_\_\_\_\_%

3. The Bidder shall enter their cost specific to the review of an estimated 15% of all outpatient claims and 15% of all oral surgery claims. This is to be expressed as a percentage of any recovery money. **Do not include any other cost associated with this review. No other costs will be accepted.**

Percentage of recovery money (outpatient claims) \_\_\_\_\_%

Percentage of recovery money (oral surgery claims) \_\_\_\_\_%

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
TELEPHONE #

\_\_\_\_\_  
EMAIL ADDRESS

\_\_\_\_\_  
DATE

# **ATTACHMENT D**

## **Bid Declination Form**

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

**RFP 2015-03 Statewide Utilization Management Program  
Bid Declination Form**

**Please complete the information below and return this form by fax or email to the person listed at the bottom of the form.**

---

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

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

---

This company will not submit a proposal in response to the above-referenced RFP because:  
(check all that apply)

- \_\_\_\_\_ We do not have the capacity to administer the services.
- \_\_\_\_\_ We do not provide the type of services described in the RFP.
- \_\_\_\_\_ We are not interested in working with your Agency.
- \_\_\_\_\_ Other reason(s) – please explain \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please remove our company from future RFP solicitations: No \_\_\_\_\_ Yes \_\_\_\_\_

Name of Contact Person: \_\_\_\_\_ Date Returned: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Thank you for providing information that will help us with future bids for this service.

Kathleen Gallagher  
NYS Department of Corrections & Community Supervision  
Division of Support Operations / Contract Procurement Unit  
The Harriman State Campus  
1220 Washington Avenue  
Albany, NY 12226-2050  
Fax: (518) 436-1519  
Email: Kathleen.Gallagher@doccs.ny.gov

# **ATTACHMENT E**

## **M/WBE or Small Business Enterprise Certification**

New York State Department of Corrections and Community Supervision

**M/WBE or Small Business Enterprise Certification**

<p>New York State Small Business as defined in Executive Law Section 310(20).</p> <p>"Small Business" means a business which:</p> <p>(a) has a significant business presence in New York State demonstrated through one of the following:</p> <ol style="list-style-type: none"><li>1. pays taxes in New York State, or</li><li>2. purchases New York State products or materials, or</li><li>3. has any payroll in New York State</li></ol> <p>(b) is independently owned and operated;</p> <p>(c) is not dominant in its field; and,</p> <p>(d) employs less than three hundred.</p>	<p><u>Circle One:</u>    Yes        No</p>
<p>New York State Certified Minority Owned Business If yes, provide certification No. _____</p>	<p><u>Circle One:</u>    Yes        No</p>
<p>New York State Certified Women Owned Business If yes, provide certification No. _____</p>	<p><u>Circle One:</u>    Yes        No</p>

**By signing you certify that all information provided is complete, true and accurate.**

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

# ATTACHMENT F

## Legal Required Forms

All bidders must submit the following required forms with proposal. Forms are provided in this attachment unless otherwise noted:

- Procurement Lobbying / Prior Non-Responsibility / Procurement Lobbying Termination
- Vendor Responsibility Questionnaire (if not completed online) (see Section X.A.2 for information and web links to complete)
- Encouraging Use of New York State Businesses in Contract Performance

The following documentation will be required after notice of tentative award:

- Contractor Insurance Requirements (see Section X.B.1):
  - Commercial General Liability
  - Comprehensive Business Automobile Liability
  - Errors & Omissions Liability
- Compliance with Workers' Compensation and NYS Disability Benefits Insurance Requirements (see Section X.B.2):
  - Proof of Compliance with Workers' Compensation Coverage
  - Proof of Compliance with Disability Benefits Coverage
- Tax and Finance Form ST-220-CA (Form ST-220-TD is filed directly with NYS Department of Tax & Finance)
- Consultant Disclosure Form A
- Non-Disclosure Agreement

## PROCUREMENT LOBBYING CERTIFICATION

By signing, the offeror/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>

Offeror 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.***

### **Offeror 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 Offeror/bidder in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, DOCCS may exercise its termination right by providing written notice to the Offeror/bidder in accordance with the written notification terms of the contract.

**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).**



# Contractor Certification

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

# ST-220-TD

(6/06)

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

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

### General information

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

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

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

Mail completed form to:

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

### Privacy notification

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

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

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

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

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

### Need help?

-  **Internet access:** [www.nystax.gov](http://www.nystax.gov)  
(for information, forms, and publications)
-  **Fax-on-demand forms:** 1 800 748-3676
-  **Telephone assistance** is available from 8:00 A.M. to 5:00 P.M. (eastern time), Monday through Friday.
- To order forms and publications: 1 800 462-8100
- Sales Tax Information Center:** 1 800 698-2909
- From areas outside the U.S. and outside Canada: (518) 485-6800
- Hearing and speech impaired** (telecommunications device for the deaf (TDD) callers only): 1 800 634-2110
-  **Persons with disabilities:** In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, please call 1 800 972-1233.

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

Make only one entry in each section below.

**Section 1 — Contractor registration status**

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

**Section 2 — Affiliate registration status**

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

**Section 3 — Subcontractor registration status**

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

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

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

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



Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF \_\_\_\_\_ }
: SS.:
COUNTY OF \_\_\_\_\_ }

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

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

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

Notary Public
Registration No. \_\_\_\_\_



# Contractor Certification to Covered Agency

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

# ST-220-CA

(6/06)

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

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

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

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

*(Mark an X in only one box)*

- The contractor has filed Form ST-220-TD with the Department of Taxation and Finance in connection with this contract and, to the best of contractor's knowledge, the information provided on the Form ST-220-TD, is correct and complete.
- The contractor has previously filed Form ST-220-TD with the Tax Department in connection with \_\_\_\_\_  
*(insert contract number or description)*  
and, to the best of the contractor's knowledge, the information provided on that previously filed Form ST-220-TD, is correct and complete as of the current date, and thus the contractor is not required to file a new Form ST-220-TD at this time.

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

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

## Instructions

### General information

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

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

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

### When to complete this form

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

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

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

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF }
: SS.:
COUNTY OF }

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

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

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

Notary Public
Registration No.

Privacy notification

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 287, 308, 429, 475, 505, 697, 1096, 1142, and 1415 of that Law; and may require disclosure of social security numbers pursuant to 42 USC 405(c)(2)(C)(i).
This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information programs as well as for any other lawful purpose.
Information concerning quarterly wages paid to employees is provided to certain state agencies for purposes of fraud prevention, support enforcement, evaluation of the effectiveness of certain employment and training programs and other purposes authorized by law.
Failure to provide the required information may subject you to civil or criminal penalties, or both, under the Tax Law.
This information is maintained by the Director of Records Management and Data Entry, NYS Tax Department, W.A. Harriman Campus, Albany NY 12227; telephone 1 800 225-5829. From areas outside the United States and outside Canada, call (518) 485-6800.

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

## 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 DOCCS (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 DOCCS as the contracting agency, and Form B must be submitted to DOCCS (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 DOCCS (as the contracting agency) at the address listed below.

**FORM A**

**New York State Consultant Services**  
**Contractor's Planned Employment**  
 From Contract Start Date Through the End of the Contract Term

State Agency Name: NYS Department of Corrections and Community Supervision  
 State Agency Department ID: 3250229 Agency Business Unit: DOC01  
 Contractor Name: Contract Number:  
 Contract Start Date: / / Contract End Date: / /

Employment Category	Number of Employees	Number of Hours to be Worked	Amount Payable Under the Contract
	0.00	0.00	\$0.00
	0.00	0.00	\$0.00
	0.00	0.00	\$0.00
	0.00	0.00	\$0.00
	0.00	0.00	\$0.00
	0.00	0.00	\$0.00
	0.00	0.00	\$0.00
	0.00	0.00	\$0.00
	0.00	0.00	\$0.00
	0.00	0.00	\$0.00
	0.00	0.00	\$0.00
	0.00	0.00	\$0.00
	0.00	0.00	\$0.00
	0.00	0.00	\$0.00
	0.00	0.00	\$0.00
	0.00	0.00	\$0.00
	0.00	0.00	\$0.00
	0.00	0.00	\$0.00
	0.00	0.00	\$0.00
	0.00	0.00	\$0.00
<b>Total this Page</b>	0.00	0.00	\$ 0.00
<b>Grand Total</b>			

Name of person who prepared this report:

Title:

Phone #:

Preparer's Signature: \_\_\_\_\_

Date Prepared: / /

(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.

9.1 Confidential information must be encrypted in transit or at rest. Encryption methods must comply with New York State Office of Information Technology Services policy. See link: <http://www.its.ny.gov/>.

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

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

Name

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

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

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

Name

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

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

# ATTACHMENT G

## M/WBE Requirements and Forms

All bidders must submit the following required forms with proposal. Forms are provided in this attachment unless otherwise noted:

- M/WBE and EEO Policy Statement
- EEO 100 – Staffing Plan (form available at <https://www.parole.ny.gov/rfps.html>)

The following form will be required after notice of tentative award:

- M/WBE 100-G Utilization Plan (form available at <https://www.parole.ny.gov/rfps.html>)

**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 30% for Minority and Women-Owned Business Enterprise (“M/WBE”) participation, 15% for Minority-Owned Business Enterprise (“MBE”) participation and 15% 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.

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

### **III. Equal Employment Opportunity (EEO)**

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

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

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

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

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

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

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

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

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

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

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

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

**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 30% 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: \_\_\_\_\_

# **ATTACHMENT H**

## **Bid Submission Checklist**

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

**Bid Submission Checklist**

All Bidders must complete and submit the Bid Submission Checklist to certify that all required information, including mandatory forms and document requirements for the RFP, have been completed and/or met and included in this bid submission.

Check Box	Checklist Item	Number of Originals	Number of Exact Copies
	Application Cover Sheet (see Attachment B)	2	
<b>Part I Response to Mandatory Requirements and Mandatory Forms and Document Requirements</b>			
	Bidder's Response to Mandatory Requirements (see Section XII.A)	1	1
	Procurement Lobbying Certification - SFL §139-j and §139-k (see Attachment F)	1	1
	Vendor Responsibility Questionnaire (see Section X.A.2): Online Questionnaire Certified Date: _____ OR Paper Questionnaire Submission	1	1
	Encouraging Use of NYS Businesses in Contract Performance (see Attachment F)	1	1
	M/WBE – EEO Policy Statement (see Attachment G)	1	1
	EEO Staffing Plan (see Attachment G)	1	1
	M/WBE or Small Business Enterprise Certification (see Attachment E)	1	1
	Bid Submission Checklist	1	1
	Signed copies of all addenda released for this solicitation	1	1
<b>Part II Technical Proposal Submittal</b>			
	Technical Proposal (see Section XII.B)	2	6
<b>Part III Cost Proposal Submittal</b>			
	Cost Proposal Form (see Attachment C)	3	
<b>Note: Cost Submittal must be in a sealed envelope labeled "RFP 2015-03 Cost Proposal."</b>			

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
PRINTED NAME

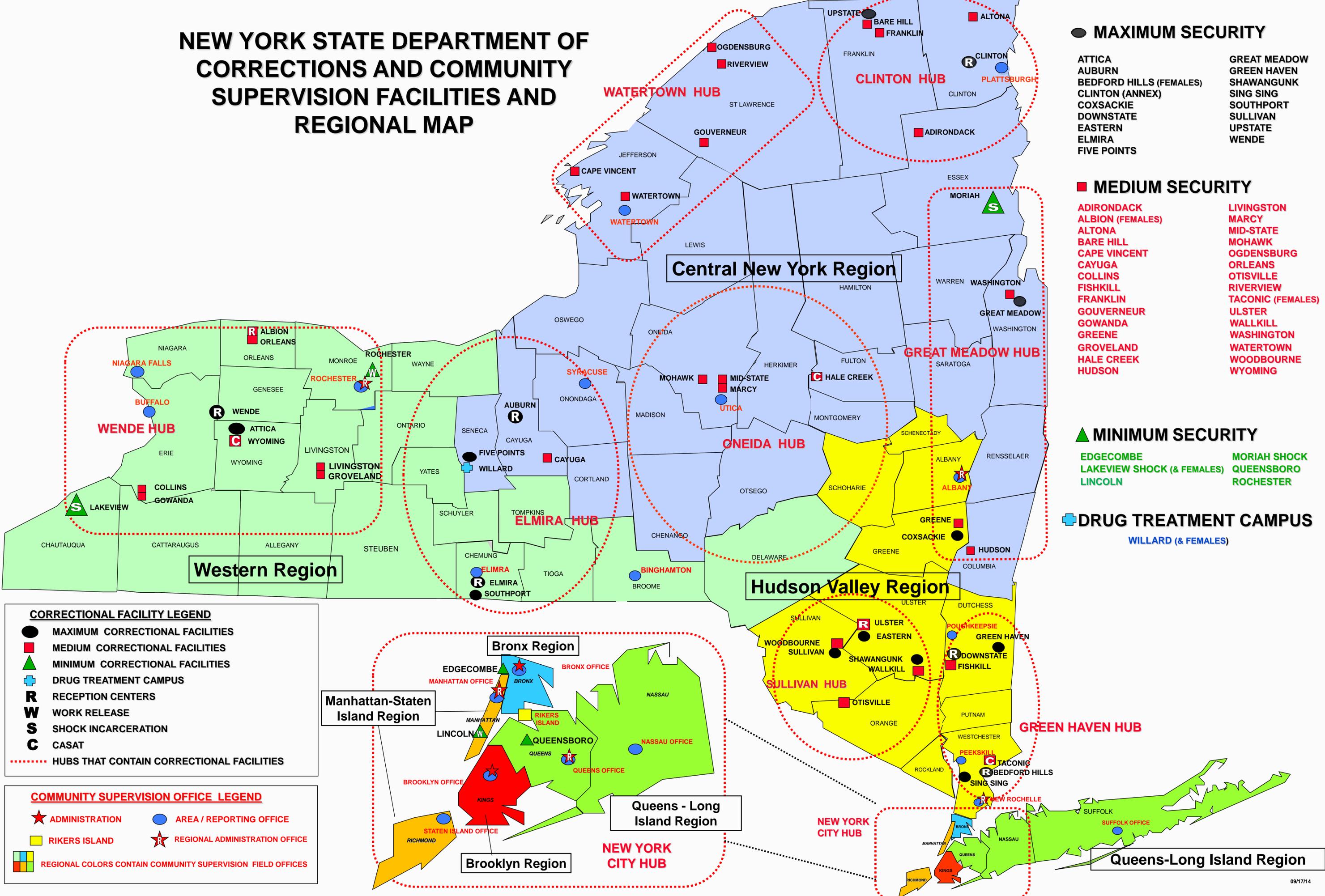
\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

# **ATTACHMENT I**

## **New York State DOCCS Facilities and Regional Map**

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



- **MAXIMUM SECURITY**
  - ATTICA
  - AUBURN
  - BEDFORD HILLS (FEMALES)
  - CLINTON (ANNEX)
  - COXSACKIE
  - DOWNSTATE
  - EASTERN
  - ELMIRA
  - FIVE POINTS
  - GREAT MEADOW
  - GREEN HAVEN
  - SHAWANGUNK
  - SING SING
  - SOUTHPORT
  - SULLIVAN
  - UPSTATE
  - WENDE
  
- **MEDIUM SECURITY**
  - ADIRONDACK
  - ALBION (FEMALES)
  - ALTONA
  - BARE HILL
  - CAPE VINCENT
  - CAYUGA
  - COLLINS
  - FISHKILL
  - FRANKLIN
  - GOVERNEUR
  - GOWANDA
  - GREENE
  - GROVELAND
  - HALE CREEK
  - HUDSON
  - LIVINGSTON
  - MARCY
  - MID-STATE
  - MOHAWK
  - OGDENSBURG
  - ORLEANS
  - OTISVILLE
  - RIVERVIEW
  - TACONIC (FEMALES)
  - ULSTER
  - WALLKILL
  - WASHINGTON
  - WATERTOWN
  - WOODBOURNE
  - WYOMING
  
- ▲ **MINIMUM SECURITY**
  - EDGECOMBE
  - LAKEVIEW SHOCK (& FEMALES)
  - LINCOLN
  - MORIAH SHOCK
  - QUEENSBORO
  - ROCHESTER
  
- ⊕ **DRUG TREATMENT CAMPUS**  
WILLARD (& FEMALES)

**CORRECTIONAL FACILITY LEGEND**

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

**COMMUNITY SUPERVISION OFFICE LEGEND**

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

# **ATTACHMENT J**

**DOCCS Directive #2216**

 <p style="text-align: center;">STATE OF NEW YORK DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION</p> <p style="text-align: center;"><b>DIRECTIVE</b></p>	<p>TITLE</p> <p><b>Fingerprinting/Criminal History Inquiry - New Employees and Contractors</b></p>		<p>NO.</p> <p>2216</p>
			<p>DATE</p> <p>1/25/2012</p>
<p>SUPERSEDES</p> <p>DIR #2216 Dtd. 6/6/2001</p>	<p>DISTRIBUTION</p> <p>A</p>	<p>PAGES</p> <p>PAGE 1 OF 5</p>	<p>DATE LAST REVISED</p>
<p>REFERENCES (Include but are not limited to)</p>	<p>APPROVING AUTHORITY</p> <p style="text-align: center;"><i>Ray Haponik</i></p>		

**I. POLICY:** All employees of the Department of Corrections and Community Supervision shall be fingerprinted and subjected to a criminal history inquiry in order to obtain background information pertinent to the security of operations, to verify data on employment applications, and to receive notification when Department employees are arrested. This policy applies to all civilian and uniformed staff, Office of Mental Health and Department of Motor Vehicle staff who are assigned to the Department and extra-service personnel, contract service provider employees and contractors.

**II. DEFINITIONS**

- A. Employee: An individual paid either annually, by calendar, 21 pay periods or by a fee to perform duties within a correctional facility.
- B. Part Time/Half Time Employee: An annual salaried employee whose work schedule is less than 100 percent of the time.
- C. Per-Diem Employee: An employee that is not annual salaried who is paid on an hourly basis.
- D. Extra Service Employee: An employee who renders a service to the agency other than the one in which they are regularly employed on a full-time basis.
- E. Contractor/Consultant: A non-state employee who provides under a formal agreement, material, labor, repair or maintenance on facility property, but does not receive direct compensation as salary from the Department.
- F. Contract Service Provider: A non-state employee who provides, under a formal agreement, a service to the facility but does not receive direct compensation as salary from the Department and whose duties are not performed under the direct supervision of security staff (Ex. Phlebotomist, Optometrist, Ophthalmologist, etc.).

**III. FINGERPRINTING**

- A. Responsibility
  - 1. All Correction Officer and Peace Officer applicants requiring pre-employment screening shall be fingerprinted by the Department's Employee Investigation Unit (EIU) at the time of the initial background interview. Results of the fingerprint check will be retained in the background investigation file in EIU.
  - 2. Non-uniform (civilian) staff will be fingerprinted on the initial date of employment. Central Office employees shall be fingerprinted by the Bureau of Personnel at EIU; facility employees shall be fingerprinted by the facility ID Officer on the DCJS-4 non-criminal card with the Central Office personnel contributor number 700168R. Fingerprint responses (RAP Sheets) will be forwarded to the originating facility by the EIU. The fingerprints will be forwarded to EIU for processing immediately.
  - 3. Per Diem Employees shall be processed in the same manner as non-uniform (civilian) staff (See section III-2 above).

4. Office of Mental Health, Department of Motor Vehicle staff, Extra-Service employees that are not permanent Department employees, and contract service provider employees assigned to the Department's facilities or to Central Office will be fingerprinted on the initial date of assignment. Fingerprints will be taken on the DCJS-4 non-criminal card with the Central Office personnel contributor number 700168R. A journal voucher (JV) must accompany all fingerprint cards in order to provide the required processing fee. Failure to submit the JV will result in a delay in processing. Fingerprint responses (RAP sheets) will be forwarded to the originating facility by the EIU.

NOTE: If the contract service provider employee is working at more than one facility, the facility should contact EIU at (518) 485-9500 to determine if fingerprints were previously submitted by another facility. It will only be necessary for one set of fingerprints to be submitted.

5. Contractors/Consultants who work within any DOCCS facility or office will be fingerprinted only where the Superintendent, Regional Director, Division Head or designee has determined that registration is required. Fingerprints will be taken by the facility ID Officer on the DCJS-4 non-criminal card with the Central Office personnel contributor number 700168R. A journal voucher must accompany all fingerprint cards in order to provide the required processing fee. Failure to submit the JV will result in a delay in processing. Fingerprint responses (RAP sheets) will be forwarded to the originating facility by EIU.

NOTE: If the contractor may be working at more than one facility, the facility should contact EIU at (518) 485-9500 to determine if fingerprints were previously submitted by another facility. It will only be necessary for one set of fingerprints to be submitted.

6. Teachers, Vocational Instructors and other 10-month employees assigned to the regular school year will be fingerprinted only once, even when they do not work the summer session. Summer School Teachers/Vocational Instructors will be fingerprinted only once as long as they work every consecutive summer. If there is a break in service and they fail to work one summer, they will be treated as a new employee during future summers, fingerprinted and charged the applicable fee. Prior to the start of each summer session, facilities must request that a criminal history inquiry be conducted by EIU on all Summer School Teachers and Vocational Instructors in accordance with Section IV of this Directive.

7. Volunteers deemed "Regular-Ongoing" shall be the only volunteers fingerprinted. This will be in accordance with procedures in Directive #4750, "Volunteer Services Program" Section V-C-3.

- B. Fingerprint Cards\*: The processing person (in facilities, the ID Officer) shall verify the identity of the person being fingerprinted, enter all pertinent data following instructions on the card, take the prints using the "rolled impression" method in the numbered print blocks, and the "plain impression" method in the lower row of blocks, secure the signature of the person being fingerprinted, and then sign as the official taking the fingerprints.

DCJS-4, "Non-Criminal" fingerprint card shall be completed for all staff as defined in Section II of this directive. Box 19, "Contributor," should read:

700168R

NYS DOCCS

Personnel Office

Albany, NY 12226 - 2050.

\*See the summary Processing Chart, Attachment A.

**C. Fees\*:**

1. Correction Officer and Peace Officer applicants requiring pre-employment screening at EIU, Physicians and per diem employees must pay the fingerprint processing fee. Payment must be made via a U.S. Postal Money Order and accompany the fingerprints when they are forwarded to the EIU.
2. New non-uniform (civilian) staff will have the fingerprint processing fee taken out of their first full paycheck via payroll deduction. When these employees are fingerprinted on the first day of work, the personnel office must notify their payroll office that a fingerprint deduction (per OSC payroll Bulletin #231) needs to be processed. If a non uniformed civilian staff employee separates from service before they receive a full check, the facility MUST obtain the fingerprint fee from any money the employee is due. It is the responsibility of the facility to obtain the fingerprint fee from the employee. Failure to obtain the fingerprint fee will result in the facility making payment from the facility funds to make the fingerprint fee account whole.
3. Contractors/Consultants, Office of Mental Health, Department of Motor Vehicle staff, Extra-Service employees that are not permanent Department employees, and contract service provider employees assigned to the Department's facilities or to Central Office will have the fingerprint processing fee paid via JV by the facility submitting the fingerprints.
4. Volunteers- Persons who are deemed a volunteer will not be charged a fee per the DCJS Use and Dissemination Agreement.

\*See the summary Processing Chart, Attachment A.

- D. **Audits:** Periodic audits of all facilities will be conducted by EIU for compliance of fingerprint submission and collection of fees. Where it has been found that an employee has left service before the fee was collected, in accordance with the procedures of this directive, EIU will notify the facility (DSA and Steward) and the Director of Budget and Finance of the person that left owing fingerprint fees and how much. Central Office Budget and Finance will contact the facility to process their end of the JV and forward it to Central Office for processing to move the money into the fingerprint fee account.

**IV. DCJS/FBI REPORTS:** Responses that contain derogatory information that was not revealed when the criminal history inquiry was processed for employees, per diem employees, contract service provider employees, OMH And DMV staff and extra-service personnel will be reviewed by the Bureau of Personnel in Central Office (see also Dir. #2112, "Report of Criminal Charges"). Responses that contain derogatory information on registered contractors will be reviewed by the facility Superintendent or designee.

**V. CRIMINAL HISTORY INQUIRIES:** Criminal history inquiries shall be conducted on all Peace Officer applicants, non uniform (civilian) employees, per diem employees, OMH and DMV staff assigned to the Department, extra service personnel, contract service provider employees, and contractors/consultants working within any DOCCS facility or office who have been determined to require fingerprinting as outlined in Section III-A-5.

Each facility Superintendent, or designee, shall request a criminal history inquiry on individuals noted above by transmitting form "EF CH FORMLIBRARY" Criminal History Check to EIU (see Attachment B). This must be completed prior to the first day of employment or entrance into a correctional facility.

NOTE: To avoid delays in processing be sure that all fields on the E-form are complete.

Criminal history information received in response to inquiries will be referred to the Director of Human Resources, facility Superintendents and/or the Office of the Inspector General as appropriate.

See the summary Processing Chart, Attachment A.

Volunteers- Criminal History Inquiry will be conducted on all volunteers prior to entry into correctional facilities. For exceptions and procedures see directive #4750, "Volunteer Services Program" Section V-C-3.

The following Processing Chart summarizes the fingerprint processes:

Staff	Criminal History Inquiry	Who takes fingerprints	When to take fingerprints	What fingerprint card to use	Collect Fee?	Submit to
Correction Officer Parole Officer Parole Officer Trainee Fac. Parole Officer Fac. Parole Officer Trainee Warrant and Transfer Officer Institution Safety Officer	YES	EIU	Pre-employment Screening	DCJS-4 Contributor 700168R	YES (\$75 US Postal Money Order)	EIU
Non-uniform (civilian) staff	YES	C- Personnel F- ID Officer	Initial date of hire	DCJS-4 Contributor 700168R	Payroll Deduct*	EIU
Per Diem Employees	YES	C- Personnel F- ID Officer	Initial date of hire	DCJS-4 Contributor 700168R	YES (\$75 US Postal Money Order)	EIU
OMH & DMV Staff	YES	C- Personnel F- ID Officer	First day in facility	DCJS-4 Contributor 700168R	Journal Voucher	EIU
Extra Service Employees	YES	C- Personnel F- ID Officer	Initial date of hire	DCJS-4 Contributor 700168R	Journal Voucher	EIU
Contract Service Provider	YES	C- Personnel F- ID Officer	First day in facility	DCJS-4 Contributor 700168R	Journal Voucher	EIU
Contractor and Consultants	As determined by Superintendent -or- Regional Director, Division Head. -or- designee	Facility ID Officer	As determined by Superintendent -or- Regional Director, Division Head. -or- designee	DCJS-4 Contributor 700168R	Journal Voucher	EIU

C = Central Office  
F = Facility