



Corrections and Community Supervision

Request for Proposals 2016-04

For

Automated System for Victim Notification

ISSUE DATE: February 12, 2016

Proposal Due Date: March 8, 2016 by 3:00 p.m.

NOTICE TO BIDDERS

1. Read the entire Request for Proposal (RFP) document. Note the key issues such as event dates, mandatory requirements, and proposal packaging requirements. If you are **not responding** to the RFP, please complete the *Bid Declination Form* in Attachment D.
2. The successful bidder must meet all of the mandatory requirements.
3. The successful Bidder must provide an automated system for victim notification as specified by DOCCS in this RFP. **Only one contract will result from this RFP.**
4. Bidders are permitted to communicate with the designated contacts **only**. Note the names and contact information for these contacts (RFP Section 1.5).
5. Any amendments, transcripts, clarifications, responses to questions, and updates to this RFP will be posted on the NYS Contract Reporter (www.nyscr.ny.gov) and the DOCCS/Community Supervision Web site (www.parole.ny.gov/rfps); select *RFPs*.
6. Take full advantage of the Questions and Responses opportunity. All questions must be submitted in writing to the designated email address by the date and time specified in RFP Section 1.7, *Schedule of Events*.
7. Bidders' proposals must address all amendments, clarifications, or updates pertaining to this solicitation document.
8. Review the RFP document and your proposal. Make sure all requirements are addressed and all submission copies are identical and complete.
9. Complete and submit with your proposals all required forms. All required forms are either included or links are provided for the latest revised documents available online.
10. Package proposals as instructed in RFP Section 6.
11. Submit proposals so that they are received by the designated due date and time (see Section 1.7). **DOCCS will not consider proposal submissions that arrive after the time specified on the due date.**

TABLE OF CONTENTS

1	INTRODUCTION.....	5
1.1	DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION (DOCCS) MISSION STATEMENT	5
1.2	OFFICE OF VICTIM ASSISTANCE	5
1.3	PURPOSE.....	5
1.4	ISSUING AGENCY	6
1.5	DESIGNATED CONTACTS	6
1.6	QUESTIONS AND INQUIRIES	6
1.7	SCHEDULE OF EVENTS	7
1.8	GLOSSARY OF TERMS	7
2	SCOPE OF SERVICES.....	8
2.1	MANDATORY REQUIREMENTS.....	8
2.2	DESIRABLE PROPOSAL ITEMS	10
3	BIDDER INFORMATION	14
3.1	TERM OF AGREEMENT	14
3.2	COMPLETENESS OF PROPOSAL.....	14
3.3	MODIFICATIONS OF BIDS	14
3.4	WITHDRAWAL OF BIDS	14
3.5	INCURRING COSTS.....	14
3.6	BEST VALUE.....	14
3.7	TERMS/DEFINITIONS	14
3.8	DISPUTE RESOLUTION.....	15
4	CONTRACTUAL ISSUES	16
4.1	APPENDIX A / ORDER OF PRECEDENCE	16
4.2	ETHICS COMPLIANCE.....	16
4.3	PROCUREMENT LOBBYING ACT	16
4.4	NEW YORK STATE VENDOR FILE REGISTRATION	17
4.5	VENDOR RESPONSIBILITY REQUIREMENTS	17
4.6	FINANCIAL STABILITY	19
4.7	SALES AND COMPENSATING USE TAX CERTIFICATION REQUIREMENTS	19
4.8	ENCOURAGING THE USE OF NYS BUSINESS	19
4.9	M/WBE AND EEO REQUIREMENTS	19
4.10	USE OF SERVICE-DISABLED VETERAN-OWNED BUSINESS ENTERPRISES IN CONTRACT PERFORMANCE....	20
4.11	DIVERSITY PRACTICES.....	20
4.12	PRICE ADJUSTMENT	21
4.13	COMPENSATION	21
4.14	INDEMNIFICATION.....	21
4.15	CONTRACTOR INSURANCE REQUIREMENTS.....	21
4.16	NEW YORK STATE WORKERS' COMPENSATION & DISABILITY BENEFITS INSURANCE REQUIREMENTS....	23
4.17	FREEDOM OF INFORMATION LAW/TRADE SECRETS	24
4.18	EXECUTIVE ORDER NUMBER 26.....	25
4.19	EXECUTIVE ORDER NUMBER 38.....	25
4.20	BREACH OF SERVICES	25
4.21	GENERAL REQUIREMENTS.....	25
4.22	AGENCY TERMINATION	26
4.23	PROCUREMENT LOBBYING TERMINATION.....	28
4.24	CONTRACT TERMS	28

4.25	NONDISCLOSURE AGREEMENT.....	28
4.26	PROCUREMENT RECORD PROVISIONS	28
5	ADMINISTRATIVE PROCEDURES	29
5.1	COMMUNICATION WITH DOCCS.....	29
5.2	PROCUREMENT RIGHTS	29
6	PROPOSAL SUBMISSION.....	31
6.1	CONTENT AND FORMAT	31
6.2	PROPOSAL SUBMISSION CONTENT (PASS/FAIL).....	32
6.3	TECHNICAL PROPOSAL	32
6.4	COST PROPOSAL	32
6.5	INSTRUCTIONS FOR BID SUBMISSION.....	32
7	PROPOSAL EVALUATION.....	34
7.1	MANDATORY REQUIREMENTS (PASS/FAIL)	34
7.2	TECHNICAL PROPOSAL EVALUATION (90 %)	34
7.3	COST PROPOSAL EVALUATION (10 %)	34
7.4	SCORING.....	34
7.5	DEBRIEFINGS	35

Attachments

- Attachment A – Appendix A, Standard Clauses for New York State Contracts
- Attachment B – Diversity Practices Questionnaire/Technical Proposal Instructions
- Attachment C – Cost Proposal Form
- Attachment D – Legal and Required Forms
- Attachment E – Nondisclosure Agreement
- Attachment F – Exhibits
- Attachment G – M/WBE & EEO Information

1 Introduction

1.1 Department of Corrections and Community Supervision (DOCCS) Mission Statement

To improve public safety by providing a continuity of appropriate treatment services in safe and secure facilities where offenders' needs are addressed and they are prepared for release, followed by supportive services under community supervision to facilitate a successful completion of their sentence.

1.2 Office of Victim Assistance

The DOCCS' Office of Victim Assistance (OVA) is the primary contact for victims with questions regarding Department policies and procedures. The services provided by OVA are victim driven.

In accordance with Jenna's Law (New York State 1998 Session Law, Chapter 1, §42), DOCCS is mandated to provide an automated telephone system for victims, family members of a victim, witnesses, or members of the general public for the purpose of providing information relating to the crime and sentence of an inmate who is serving a determinate or indeterminate sentence of imprisonment.¹ Additionally, DOCCS is mandated to provide information concerning the community of residence of a person who has been paroled, conditionally released or released to post-release supervision and contact information for the regional parole office to which the paroled person has been assigned.

Realizing that victimization is a devastating experience that affects many areas of a victim's life, OVA provides services to better meet the needs of victims during the post-sentencing phase of the criminal justice process. Because seemingly minor offenses can be as deeply traumatic as those offenses commonly termed "serious" or "violent" crimes, OVA provides services to victims of all types of crimes.

In addition, [Jenna's Law](#) provides all citizens an opportunity to call a toll-free number to receive information about inmates released to parole supervision after January 1, 1999.

1.3 Purpose

The goal of this Request for Proposal (RFP) is to procure services of one Contractor for DOCCS' Office of Victim Assistance (OVA) to implement and provide an automated system for victim notification that victims, family members of victims, witnesses, or any member of the general public may use to obtain information relating to the crime and sentence of an inmate who is serving a determined or indeterminate sentence of imprisonment. The services sought are for

- 24/7 access to review the custody status of inmates;
- the registration of victims for telephone, email, and/or text notifications; and
- the provision of information and notification in English and Spanish.

¹ Please see Attachment F, Exhibit 1.

DOCCS has a set not-to-exceed funding amount of \$175,000 per year based on the [Crime Victims Fund](#) established under the 1984 Victims of Crime Act (VOCA) to help victims and victim service providers with program funding. All proposed systems must be in compliance with the technical guidelines and standards for the operation of a statewide automated victim information and notification system as outlined by the Bureau of Justice Assistance (BJA), Office of Justice Programs. The guidelines and standards are available at [Statewide Automated Victim Information \(Savin\) Guidelines and Standards.pdf](#)

1.4 Issuing Agency

The issuing agency of this RFP is the New York State Department of Corrections and Community Supervision (DOCCS). This RFP outlines the terms and conditions as well as all applicable information required for submitting a bid. Bidders must strictly adhere to the bid submission date and time to prevent disqualification.

1.5 Designated Contacts

All inquiries concerning this RFP must be addressed in writing to the DOCCS' designated contact as follows:

Designated Contact

Name: Velma Berry
Email: doccscontracts@doccs.ny.gov
Phone: (518) 436-7886 extension 3135
Fax: (518) 436-1519

Alternate Contact

Name: Carol Turo
Email: doccscontracts@doccs.ny.gov
Phone: (518) 436-7886 extension 3135
Fax: (518) 436-1519

Contacting persons other than the designated contacts may result in rejection of bid. See Procurement Lobbying [Section 4.3](#).

1.6 Questions and Inquiries

All questions and inquiries must be submitted by email to the designated contact(s). Please use *RFP #2016-04* in the subject line, and specify the location (particular Section and paragraph) in this RFP to which the question applies. Bidders are responsible for ensuring delivery of questions by the due date specified in the Schedule of Events.

All bidders must develop technical and cost proposals that reflect the terms of the contract provisions described in this RFP. All clarifications and exceptions including those relating to the terms and conditions of the proposed contract are to be resolved prior to the submission of a proposal. Answers to all questions of a substantive nature will be given to all bidders in the form of a formal addendum, and this addendum will become a part of the procurement record for the resulting contract.

1.7 Schedule of Events

Event	Date
Release of RFP	February 12, 2016
Final Written Questions Due from Bidders by 4:00 p.m.	February 25, 2016
Official Response to Bidders' Questions	March 2, 2016
Closing Date for Receipt of Proposals by 3:00 p.m.	March 8, 2016
Bid Opening Date (Technical Only)	March 10, 2016
Notice of Tentative Awardee	March 24, 2016

NOTE: This is a tentative timetable, which may ONLY be modified to address the State's needs.

1.8 Glossary of Terms ²

Bidder or Offeror or Proposer	Any individual or entity submitting a proposal for this RFP
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
DIN	Department Identification Number that contains a two-digit year, letter, and four additional digits (e.g. 99A999)
DOCCS	Department of Corrections and Community Supervision
EDT	Eastern Daylight Time
Facility	Correctional Facility
Inmate	Convicted felon that is incarcerated
NYSID	New York State Identification that contains eight numbers and concludes with a letter (e.g.99999999M)
Outcount	Inmate has been placed on a temporary leave of absence/out of custody status and is anticipated to return to DOCCS custody
Out to Court	Inmate has been transported by law enforcement or DOCCS' staff to an alternate secure location for the purpose of appearing in court per a judicial order.
Parole Supervision	An established needs/risk approach to treatment and community supervision to ensure a continuity of services after release.
Request for Proposals (RFP)	This solicitation document.
SFTP	Secure File Transfer Protocol, is a separate protocol that provides file access, file transfer, and file management functionalities over any reliable data stream that works in a manner similar to SSH over a secure connection.
SSH	An encrypted network protocol for initiating text-based shell sessions on remote machines in a secure way.
Swag	Marketing items/giveaways to promote the availability of DOCCS' Victim Notification 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.

² The code tables are referenced in Attachment F, Exhibit 2, *Data File Layout*. The referenced tables will be supplied to the vendor awarded the contract.

2 Scope of Services

Bidders must address the Mandatory Requirements in their Technical Proposals. The associated desirable items below are to be addressed with the Bidders' proposed options for the automated notification system that is being offered.

The scope of services and the technical response requirements are itemized in Attachment B, *Diversity Practices* and *Technical Proposal Information*. Bidders are expected to address each item that is presented below and in Attachment B in their Technical Proposals. For the Desirable items, bidders should include descriptions of the proposed solutions. The descriptions should be detailed and include additional documentation/examples, when applicable, to illustrate any responses.

2.1 Mandatory Requirements

Bidders are advised that the DOCCS' intention is to ensure that only one qualified and reliable contractor enter into a contract to perform the work as defined in this solicitation. DOCCS considers the following qualifications to be prerequisites for consideration as a qualified bidder for purposes of this solicitation. Bidder must provide evidence of meeting the following requirements by addressing each qualification in the Technical Proposal to be considered responsive. If the bidder's proposal does not address the mandatory qualifications, the proposal may be rejected prior to the scoring process.

Vendor Requirements

1. Supply an automated notification system that is available 24 hours a day and seven (7) days a week in both English and Spanish. The notifications will utilize registrants' phone numbers, email addresses and/or text numbers. Notifications will be made in English or Spanish based on registrant's choice at time of registration.
2. Contractor must be in compliance with technical guidelines and standards for the operation of a statewide automated victim notification system as outlined by the Bureau of Justice Assistance (BJA):
[Statewide Automated Victim Information \(Savin\) Guidelines and Standards.pdf](#)

Registration

3. Provide a dedicated toll-free number, a separate, secure website and application for registrants' use to register for notifications and to look up inmates' locations and earliest release date information. The website will be available in both English and Spanish.
4. A four-digit PIN code will be selected by registrant at time of registration for telephone notification. A four-digit PIN code will not be necessary for registrants who select email and/or text notification.
5. Registrations will be anonymous. Registrants will not need to provide their names, addresses or types of crimes associated with the registration requests.

Notification of Events

6. Provide notification events that include release, escape, death, transfer to furlough or work release and/or transfer to other state agency, as well as return to DOCCS' custody.
7. Once triggered, notification calls will be placed for 24 hours EXCEPT for the hours of 10 p.m. to 7 a.m. Notifications triggered by off-cycle emergency data feed will be placed for 24 hours including the hours of 10 p.m. to 7 a.m.
8. Notification will occur to registrant's phone number, e-mail address and/or text number. Notification will be made in English or Spanish based on registrant's preference indicated at the time of registration.
9. Registrant's self-selected four-digit PIN number must be entered at the conclusion of the telephone notification details to confirm notification has occurred.

Operator Support for Registrants

10. Guarantee live operator support on a 24-hour/7-days-per-week basis. Operator assistance is required to aid system users in registering to receive notifications and for referring registrants to the DOCCS' OVA regarding additional concerns and information. Additional information needed by registrants will be provided by DOCCS' OVA.
11. Provide live operators that will have the ability to utilize consecutive live language interpretation services (e.g. Language Line or Language Service Associates). The name of the interpretation service provider must be specified in the bidder's proposal. Final decision for the selected language interpretation services is subject to DOCCS' approval.

Technical Requirements

12. Utilize a date file according to DOCCS' specifications. Data will be sent by DOCCS via SFTP three (3) times daily on prescribed schedule. Notifications will be made following receipt of each SFTP file and when DOCCS utilizes an emergency data feed to provide off-cycle data concerning inmate status i.e. escape and return from escape.
13. A fourth data file will be sent by DOCCS daily via SFTP at a prescribed time, which will update data, but not trigger notifications. Updated data will be available for display on the Website.
14. Automated reconciliation of data will occur on a monthly basis per a schedule prescribed by DOCCS. Data is to be sent to DOCCS in a format prescribed by DOCCS for DOCCS to reconcile data and return to vendor for corrections if necessary.
15. Receive a file of registrations from current vendor to initialize data files for future notification. Data file acquisition will occur thirty (30) days prior to vendor transition.
16. Data file design will be per DOCCS' specifications (see Attachment F, Exhibits 2).

17. Provide monthly reports based on new registrations per VOCA crime categories. Examples include but are not limited to: homicide, robbery, rape.
18. Vendor is required to produce a file of registrations to initialize data file to assist in transition at end of contract if necessary.

Administration

19. DOCCS and the vendor will designate a single point of contact to be the primary resource for issues and concerns. The contacts must be available to discuss problems, possible solutions, implementation of solutions, system utilization, etc.
20. DOCCS will have 24/7 access to private portal for usage reports, stopping current calls, deleting phone numbers and updating registrants' four-digit PIN numbers.
21. Contractor will supply an emergency data feed will be available to DOCCS to provide 24/7 off-cycle data concerning inmate(s) status (e.g. escapes and return from escape).
22. Undeliverable notifications by telephone, email and text must be tracked and recorded in monthly report.
23. All scripts for notifications must be approved by DOCCS and will be available in English and Spanish.

Miscellaneous

24. An annual allowance of \$5,000 is included in the contract amount to purchase "swag" items selected and designed by DOCCS to publicize the availability of services.
25. All announcements for availability of the service require pre-approval by DOCCS.

2.2 Desirable Proposal Items

Bidders are to provide detailed responses to the desirable items included in Attachment B, *Technical Proposal Information*, referencing the items in the *Desirable* column. All responses will be evaluated. As presented in Attachment B, the desirable items directly correspond with the section and mandatory item *Mandatory* column. Reference each lettered desirable clearly in the Technical Proposal.

Vendor Requirements

For item #1, in the *Mandatory* column:

- A. Provide a description of comparable experience with notification services that were driven by notification recipients registering to receive alerts for a specified set of circumstances. DOCCS prefers that bidders have a minimum of two (2) years experience in the provision of an automated system for notification with similar structure as the one being solicited by DOCCS by means of this RFP (e.g.

school closing notifications, severe weather alerts, sex offender relocation notices, etc.). As part of the bidder's technical proposal, describe the scope, the size of the population served, and the duration of the similar experience(s). Emphasize skills and experience that would be useful to fulfill the requirements that DOCCS has established for notifying victims when critical information is available. To substantiate the experience with comparable services, bidders may submit a maximum of three references. Please be aware that DOCCS may contact the references provided.

For item #2 in the *Mandatory* column:

- A. Provide a plan for the secure system to exceed the 95.95% availability as measured on a monthly basis (thus exceeding the standards stated in the BJA standards and guidelines).
- B. Advise how the bidder will provide a detailed report to DOCCS' OVA contact liaison for the data that cannot be incorporated in the proposed data system.
- C. Describe security measures in detail that the bidder will supply that exceed those stated in the BJA guidelines.

Registration

For item #3 in the *Mandatory* column:

- A. Give details as to how the dedicated website will be created utilizing a responsive web design.
- B. The toll-free number will be available in **any or all** of the following languages: Chinese, Russian, Haitian Creole, Korean, and Italian. **Bidders should specify which languages will be available.**
- C. Explain if the dedicated website will be available in any or all of the following languages: Chinese, Russian, Haitian Creole, Korean, and Italian. **Bidders should specify which languages will be available.**
- D. Detail how the dedicated website will contain information outlining specific events and awareness campaigns taking place on a monthly basis. For example, Stalking Awareness Month and Domestic Violence Awareness Month. The information will be provided to the vendor by the DOCCS OVA contact.

Notification Events

For item #8 in the *Mandatory* column:

- A. Advise that telephone notifications will be available in any or all of the following languages: Chinese, Russian, Haitian/Creole, Korean, and Italian
Specify which language(s) in your response.
- B. Email notification will be available in any or all of the following languages: Chinese, Russian, Haitian/Creole, Korean, and Italian
Specify which language(s) in your response.
- C. Text notification will be available in any or all of the following languages: Chinese, Russian, Haitian/Creole, Korean, and Italian
Specify which language(s) in your response.

For item #9 in the *Mandatory* column:

- A. Bidder may program their system so that the registrant may enter PIN number to authorize release of notification call details upon receipt of call to the registered phone number. No script details will be triggered until after the PIN number has been entered by the recipient.
- B. The bidder will provide a program that requires the PIN number to be re-entered to confirm receipt of the telephone call at end of the script.
- C. The bidder proposes a program allowing a prescribed code less than four digits long (e.g. *99) that can be entered by the recipient to stop the current notification call and permanently remove the recipients phone number from the system at the time that the notification call is received. The bidder will provide a proposed script for the instructions that recipients can use for this option.

Operator Support for Registrants

For item #10 in the *Mandatory* column:

- A. Provide a monthly report of the number of times a live operator assists a caller with registering for notifications.
- B. Describe a monthly report of the duration of calls each time a live operator is reached.

For item #11 in the *Mandatory* column:

- A. Describe the monthly report that documents the number of times a live operator utilizes a consecutive live language interpretation service to assist a caller.

Technical Requirements

For item #12 in the *Mandatory* column:

- A. Describe how the system you propose will exceed the BJA standards.

Administration

For item #22 in the *Mandatory* column:

- A. Detail any additional monthly report data to include the numbers of
 - confirmed notification calls
 - unconfirmed notification calls
 - times recipient entered less than four- digit code to permanently remove their phone number from the service
 - text messages delivered
 - email messages delivered
 - email messages undelivered
 - registrations in each language offered
 - registrations using toll-free phone number
 - registrations using website

(Continued on the next page.)

- notification by release type (e.g. release to parole, conditional release to parole, transfer to another state agency, death, release upon maximum expiration date of the sentence, release by court order, transfer to work release program, escape etc.)
- new registrations each month
- new registrations by crime type each month (crime classification chart will be provided by DOCCS and will be based on VOCA reporting requirements)

For item #23 in the *Mandatory* column:

- A.** Provide details as to how DOCCS' approved scripts will be available in any or all of the following languages: Chinese, Russian, Haitian/Creole, Korean, and Italian. **Specify which languages you are proposing in your response.**

3 Bidder Information

3.1 Term of Agreement

Once approved by OSC, the contract resulting from this RFP will commence on July 1, 2016, and will continue for a term of five (5) years.

3.2 Completeness of Proposal

Bidders must submit proposals describing the complete range of services specified in this RFP. It is the responsibility of the bidder to verify the completeness of its proposal and its suitability to meet the requirements of this RFP. Proposals that fail to meet the mandatory requirements shall be disqualified.

3.3 Modifications of Bids

Once submitted, proposals may not be modified unless DOCCS specifically requests a clarification or explanation. Any clarification or explanation submitted by a bidder shall be done so in written form only. Modifications submitted by a bidder after the formal submission date that are not in response to a written request from DOCCS shall not be accepted.

3.4 Withdrawal of Bids

Bids cannot be withdrawn for a minimum of 120 days after the bid submission date (see State Finance law Section 163.9(e).) Written requests to withdraw proposals after the 120-day period may be granted only with written permission from DOCCS.

3.5 Incurring Costs

DOCCS shall not be held liable for any costs incurred by the bidder in the preparation, production or submission of a proposal, or for any work performed by a bidder prior to the approval of an award Agreement.

DOCCS shall not be held liable for any costs incurred by a bidder for modifying or explaining details of the bidder's proposal in response to questions from DOCCS.

DOCCS shall not be held liable for any costs incurred by a bidder for any negotiations with DOCCS required to finalize and sign a formal Agreement document.

3.6 Best Value

The contract resulting from this RFP will be awarded to the qualified bidder whose proposal is determined to provide the best value to the State as defined in NYS Finance Law § 163(4)(d) available in the Procurement Guidelines using the following link: [Procurement Guidelines.pdf](#)

3.7 Terms/Definitions

The terms *shall*, *must*, and *will* designate mandatory requirements. If a Bidder fails to meet **any** of these requirements they may be disqualified from further consideration.

The terms *bidder*, *vendor*, *contractor*, and *provider* are used interchangeably herein and shall have the same meaning.

The name of this agency, NYS Department of Corrections and Community Supervision, is used interchangeably herein with *Department* and *DOCCS*.

3.8 Dispute Resolution

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

END OF SECTION 3 – BIDDER INFORMATION

4 Contractual Issues

4.1 Appendix A / Order of Precedence

Appendix A - Standard Clauses for New York State Contracts, dated January 2014 attached hereto, is hereby expressly made a part of this solicitation document as fully as if set forth at length herein. The agreement resulting from a successful award will include the following documents. Conflicts between these documents will be resolved in the following descending order of precedence:

- Appendix A
- The Contract resulting from this RFP
- DOCCS Request for Proposal Number 2016-04 (this Document) including any addenda
- Selected Contractor's Proposal/Bid

4.2 Ethics Compliance

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

4.3 Procurement Lobbying Act

New York's Legislative Law and the State Finance Law have been amended to regulate lobbying on procurement contracts. Chapter 1 of the Laws of 2005, State Finance Law § 139-j and k, which can be accessed through the NYS Office of General Services links below, imposes certain restrictions on communications between the Department and the bidder during the procurement process. The bidder is restricted from making contacts, beginning with the date of the bid advertisement in the NYS Contract Reporter through final approval of the contract award by the Office of the State Comptroller, with anyone other than the designated contact person identified in the RFP, unless it is contact that is among certain statutory exceptions as per State Finance Law § 139-k (3) (a). The designated staff are identified in Section 1.5. Department staff are required to obtain certain information when contacted during the "restricted period" and to make a determination of responsibility of the bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection of the proposal, and in the event of two findings within a four-year period, the bidder is debarred from future State contracts. It is DOCCS' policy to immediately report to its ethics officer and/or inspector general any impermissible contact by any offeror (bidder) and, in addition, to comply with all requirements of the procurement lobbying and procurement stewardship acts. More information about State Finance Law Sections 139-j

and k can be found on the website of the Office of General Services by accessing the following:

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

All bidders must submit a completed Procurement Lobbying Certificate related to State Finance Law 139-j and k. (See Attachment D.)

4.4 New York State Vendor File Registration

Prior to being awarded a contract pursuant to this Solicitation, the Bidder must be registered in the New York State 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, unique New York State ten-digit vendor identification numbers will be assigned to your company and to authorized resellers (if any) 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 all required documents.

If the Bidder is not currently registered in the Vendor File and is recommended for award, DOCCS shall request completion of OSC Substitute W-9 Form. A fillable form with instructions can be found at the link below. In addition, if authorized resellers are to be used, an OSC Substitute W-9 form should be completed by each of the designated authorized resellers and submitted to the Office of General Services Business Services Center. The Office of General Services Business Services Center will initiate the vendor registration process for all Bidders recommended for Contract Award and their authorized resellers. 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 on the vendor file please visit the following website:

http://www.osc.state.ny.us/vendor_management/

Form to be completed: http://www.osc.state.ny.us/vendors/forms/ac3237s_fe.pdf

4.5 Vendor Responsibility Requirements

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

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

OSC provides direct support for the VendRep System through user assistance, documents, online help, and a help desk. The OSC Help Desk contact information is located at: <http://www.osc.state.ny.us/portal/contactbuss.htm>.

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

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

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

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

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

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

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.

4.6 Financial Stability

Bidder must be prepared to present documentation of its ability to service a contract with dollar sales volume similar to scope of this bid through submission of financial statements documenting past sales history. The bidder must be financially stable and able to substantiate the financial statements of its company. In addition to sales history, current financial statements may be requested and must be provided within five business days. The state reserves the right to request additional documentation from the bidder and to request reports on financial stability from independent financial rating services. The state reserves the right to reject any bidder who does not demonstrate financial stability sufficient for the scope of this bid.

4.7 Sales and Compensating Use Tax Certification Requirements

New York State Tax Law § 5-a, as amended on April 26, 2006, requires certain contractors who are awarded state contracts for commodities and/or services valued at more than \$100,000 (over the full term of the contract, excluding renewals) to certify to the Department of Taxation and Finance (DTF) they are registered to collect New York State (NYS) and local sales and compensating use taxes. The law applies to contracts where the total amount of the contractor's sales delivered into NYS exceed \$300,000 for the four quarterly periods immediately preceding the quarterly period when the certification is made; and with respect to any affiliates and subcontractors whose sales delivered into NYS also exceed \$300,000 in the same manner as noted above for the contractor.

Complete **Form ST-220-CA Contractor Certification**. The Contractor must file Form ST-220-CA to certify that it has filed Form ST-220-TD with the Tax Department and that the information contained on Form ST-220-TD is correct and complete as of the date that the Contractor files Form ST-220-CA. Access and complete Form ST-220-CA by using the following link: http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf

Please note that Form ST-200-TD must be filed with the NYS Tax Department at the address on the front page of the form. You can access Form ST-220-TD using the following link: http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf

For *Questions and Answers Concerning Tax Law Section 5-a*, go to NYS Department of Tax and Finance at <http://www.tax.ny.gov/pdf/publications/sales/pub223.pdf>.

4.8 Encouraging the Use of NYS Business

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*. 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.

4.9 M/WBE and EEO Requirements

See Attachment G, attached hereto, for Contractor requirements and procedures. The selected bidder will be required to return a completed Utilization Plan (Form M/WBE 100-G) and a completed Staffing Plan (Form EEO 100) as part of the contract resulting from this RFP. M/WBE required information will be included in the Contract resulting from this RFP.

4.10 Use of Service-Disabled Veteran-Owned Business Enterprises in Contract Performance

Article 17-B of the Executive Law enacted in 2014 acknowledges that Service-Disabled Veteran-Owned Businesses (SDVOBs) strongly contribute to the economies of the State and the nation. As defenders of our nation and in recognition of their economic activity in doing business in New York State, bidders/proposers for this contract for commodities, services or technology are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles. SDVOBs can be readily identified on the directory of certified businesses at: [Certified SDVOBs.pdf](#)

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 of the State Finance Law and the Executive Law to use responsible and responsive SDVOBs in purchasing and utilizing commodities, services and technology that are of equal quality and functionality to those that may be obtained from non-SDVOBs. Furthermore, bidders/proposers are reminded that they must continue to utilize small, minority and women-owned businesses consistent with current State law.

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

Public procurements can drive and improve the State's economic engine through promotion of the use of SDVOBs by its contractors. The State, therefore, expects bidders/proposers to provide maximum assistance to SDVOBs in their contract performance. The potential participation by all kinds of SDVOBs will deliver great value to the State and its taxpayers.

4.11 Diversity Practices

DOCCS has determined, pursuant to New York State Executive Law Article 15-A, that the assessment of the diversity practices of respondents to this procurement is practical, feasible, and appropriate. Diversity practices are the efforts of contractors to include New York State-certified Minority and Women-owned Business Enterprises ("M/WBEs") in their business practices. Diversity practices may include past, present, or future actions and policies, and include activities of contractors on contracts with private entities and governmental units other than the State of New York. Assessing the diversity practices of contractors enables contractors to engage in meaningful, capacity-building collaborations with M/WBEs.

Accordingly, respondents to this procurement shall be required to include as part of the technical proposal response to this procurement, as described in this RFP herein, the *Diversity Practices Questionnaire* as provided by the Division of Minority and Women's Business Development. Bidders must complete the questionnaire in Attachment B.

4.12 Price Adjustment

Price shall remain firm for the five-year contract term. The State shall not be barred from making the appropriate adjustments in the case of a decrease in the funding provided (Section 1.2).

4.13 Compensation

The selected Contractor will bill DOCCS twice each year during the term of the resulting contract. The first bill/invoice will be for the period beginning July 1, 2016, through December 31, 2016, and the second bill/invoice will be for the period beginning January 1, 2017, through June 30, 2017. The billing for subsequent years will be for July through December and January through June.

The selected CONTRACTOR shall provide complete and accurate billing invoices to DOCCS in order to receive payment. Billing invoices submitted to DOCCS must contain all information and supporting documentation required by the Contract, DOCCS, and OSC. Payment for invoices submitted by the CONTRACTOR shall only be rendered electronically unless payment by paper check is expressly authorized by the DOCCS' 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, by e-mail at epundit@osc.state.ny.us or by telephone at (518) 474-4032. CONTRACTOR acknowledges that it will not receive payment on any invoices submitted under the resulting 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.

4.14 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 the resulting 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.

4.15 Contractor Insurance Requirements

Prior to the commencement of the work to be performed by the Contractor hereunder, the Contractor shall file with The People of the State of New York, DOCCS, Certificates of

Insurance (hereinafter referred to as "Certificates"), evidencing compliance with all requirements. Such Certificates shall be of a form and substance acceptable to DOCCS.

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

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

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

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

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

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

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

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

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

operations, broad form property damage, personal & advertising injury, cross liability coverage, liability assumed in a contract (including the tort liability of another assumed in a contract) and explosion, collapse & underground coverage. If such insurance contains an aggregate limit, it shall apply separately on a per job or per project basis.

- b) **Comprehensive Business Automobile Liability Insurance** with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any automobile including owned, leased, hired and non-owned automobiles.
- c) **Waiver of Subrogation.** Contractor shall cause to be included in each of its policies insuring against loss, damage or destruction by fire or other insured casualty a waiver of the insurer's right of subrogation against DOCCS, or, if such waiver is unobtainable (i) an express agreement that such policy shall not be invalidated if Contractor waives or has waived before the casualty, the right of recovery against DOCCS or (ii) any other form of permission for the release of DOCCS.

4.16 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 vendor applying for that contract has appropriate New York State Workers' Compensation Insurance coverage. **Therefore, a copy of the certificate must be submitted from the successful bidder upon notice of tentative award.**

1. CE-200 Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage Is Not Required:

Form CE-200 can be filled out electronically on the New York State Workers Compensation Board's website, <http://www.wcb.ny.gov/>, under the heading "Forms." Applicants filling electronically are able to print a finished Form CE-200 immediately upon, completion of the electronic application. Applicants without access to a computer may obtain a paper application for the CE-200 by writing or visiting the Customer Service Center at any District Office of the Workers Compensation Board. Applicants using the manual process may wait up to four (4) weeks before receiving a CE-200.

OR

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

OR

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

B. Disability Benefit Insurance Requirement:

Section 220(8) of the New York State Workers' Compensation Law (WCL) requires that State and municipal entities prior to entering into a contract must ensure that the contractor applying for that contract has appropriate New York State disability benefits insurance. **Therefore, a copy of the certificate must be submitted from the successful bidder upon notice of tentative award.**

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).

4.17 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 except such information from disclosure.** Such request must be in writing, must state the reasons why the information should be accepted from disclosure and must be provided at the time of submission of the subject information. Requests for exemption of the entire contents of a bid 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.

4.18 Executive Order Number 26

Bidders should review this executive order prior to submitting proposals. You may access the executive order on the Governor's Web site: [Executive Order 26 for the Statewide Language Access Policy](#). In the event that translation/interpretation services are required for languages other than the Spanish language, the selected Contractor must agree to comply with any requests by DOCCS to provide documents or other assistance.

4.19 Executive Order Number 38

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 Web site at <http://www.doccs.ny.gov/>.

4.20 Breach of Services

In the event of any material breach of service by the contractor, the Department 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 thirty (30) days after receipt of the written notice, DOCCS shall have the right to unilaterally and immediately terminate the contract and seek a replacement provider in order to maintain services without penalty to DOCCS.

4.21 General Requirements

The Bidder agrees:

1. to adhere to all State and Federal laws and regulations in connection with the contract;
2. at a minimum, to notify DOCCS of any changes in the legal status or principal ownership of the firm, no less than forty five (45) days in advance of said change;
3. that in any contract resulting from this RFP, it shall be completely responsible for its work, including any damages or breakdowns caused by its failure to take appropriate action;
4. that any contract resulting from this RFP may not be assigned, transferred, conveyed or the work subcontracted without the prior written consent of the Commissioner of DOCCS or his/her designee;
5. that for reasons of safety and public policy, in any contract resulting from this RFP, the use of illegal drugs and/or alcoholic beverages by the Contractor or its

personnel shall not be permitted while performing any phase of the work herein specified;

6. that the Commissioner's interpretation of specifications shall be final and binding upon the Contractor;
7. that the Commissioner of DOCCS will make no allowance or concession to the bidder for any alleged misunderstanding because of quantity, quality, character, location or other conditions;
8. that should it appear that there is a real or apparent discrepancy between different Sections of specifications concerning the nature, quality or extent of work to be furnished, it shall be assumed that the bidder has based its bid on the more expensive option. Final decision will rest with the Commissioner of DOCCS;
9. that it is the Contractor's responsibility to maintain the equipment and materials provided for the work consistent with applicable safety and health codes.
- 10. Inspection** – For purposes of any contract resulting from this RFP, the quality of service is subject to inspection and may be made at any reasonable time by the State of New York. Should it be found that quality of services being performed is not satisfactory and that the requirements of the specifications are not being met, the Commissioner of DOCCS may terminate the contract and employ another contractor to fulfill the requirements of the contract. The existing Contractor shall be liable to the State of New York for costs incurred on account thereof.
- 11. Stop Work Order** - The Commissioner of DOCCS reserves the right to stop the work covered by this RFP and any contract(s) resulting therefrom at any time that it is deemed the successful Bidder is unable or incapable of performing the work to the state's satisfaction. In the event of such stopping, DOCCS shall have the right to arrange for the completion of the work in such manner as it may deem advisable and if the cost thereof exceeds the amount of the bid, the successful Bidder shall be liable to the State of New York for any such costs on account thereof. In the event that DOCCS issues a stop work order for the work as provided herein, the Contractor shall have ten (10) working days to respond thereto before any such stop work order shall become effective.

4.22 Agency Termination

1. Convenience of DOCCS: The contract resulting from this RFP may be terminated at any time upon receipt of thirty (30) days prior written notice given by DOCCS for whatever reason.
2. Event of default: The contract resulting from this RFP may be terminated in the event of breach of any of its provisions by the Contractor, or if the Contractor's Services are deemed unsatisfactory in DOCCS's sole discretion, due to Contractor's fault or negligence, or that of its officers, employees, subcontractors, agents, licensees, licensors, or affiliates. In such event, DOCCS will send a

written cure notice in accordance with the Notice provisions of the contract, and Contractor shall have thirty (30) days to correct the deficiencies noted. If the deficiencies are not corrected, DOCCS may terminate this contract immediately upon written notice.

3. Deficient Certifications: If the awarded contract has a value greater than \$15,000, DOCCS shall have the right to terminate in the event the State Finance Law sections 139-j and 139-k certifications executed by the Contractor are found to be false or incomplete. If the contract has a value of greater than \$100,000 and Contractor's sales for the immediately preceding four quarters were greater than \$300,000, or if the contract has a value of \$125,000 or greater, DOCCS shall have the right to terminate in the event the successful bidder's Department of Taxation and Finance Contractor Certification form, ST 220-CA, statements are found to be false or incomplete.
4. Lack of Funds: If for any reason the State of New York terminates or reduces its appropriations to DOCCS, the awarded contract may be terminated or reduced at DOCCS's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the DOCCS for payment of such costs. In any event, no liability shall be incurred by the State (including DOCCS) beyond monies available for the purposes of the awarded contract.
5. DOCCS may terminate the awarded contract, upon written notice, in the event of any of the following: (1) Contractor makes an assignment for the benefit of creditors; (ii) a petition in bankruptcy or any insolvency proceeding is filed by or against Contractor and is not dismissed within thirty (30) days from the date of filing; or (iii) all or substantially all of Contractor's property is levied upon or sold in any judicial proceeding.
6. DOCCS reserves the right to terminate immediately for cause.
7. The resulting AGREEMENT may be terminated at any time upon mutual written consent of DOCCS and the CONTRACTOR.
8. DOCCS reserves the right to terminate the resulting AGREEMENT in the event it is found that the certification filed by the CONTRACTOR in accordance with New York State Finance Law Sections 139-j and 139-k was intentionally false or intentionally incomplete. Upon such finding, DOCCS may exercise its termination right by providing written notification to the CONTRACTOR in accordance with the written notification terms of this AGREEMENT.
9. In the event of the termination of the resulting AGREEMENT by either party, DOCCS shall be liable for the actual and necessary expenses for services provided by CONTRACTOR up to and including the effective date of termination.

4.23 Procurement Lobbying Termination

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

4.24 Contract Terms

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

4.25 Nondisclosure Agreement

The selected Contractor will be required to sign a non-disclosure agreement. See Attachment E.

4.26 Procurement Record Provisions

The entire RFP plus clarification questions and answers as well as the selected vendor's proposal shall be included in the final procurement record.

END OF SECTION 4 – CONTRACTUAL ISSUES

5 Administrative Procedures

5.1 Communication with DOCCS

All inquiries concerning this RFP must be addressed in writing to the DOCCS' designated contact as specified in Section 1.5. DOCCS' employees should not be contacted regarding this RFP except as may be authorized by the DOCCS' Contact Person identified in Section 1.5. Any unauthorized contact shall constitute grounds for disqualification and rejection of the bidder's proposal.

5.2 Procurement Rights

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

1. Reject any or all proposals received in response to this Solicitation.
2. Withdraw the RFP at any time, at the agency's sole discretion.
3. Disqualify any bidder whose conduct and/or proposal fails to conform to the requirements of the RFP.
4. Disqualify a bidder from receiving the award if the bidder, or anyone in the bidder's employ, has previously failed to perform satisfactorily in connections with public bidding or contracts.
5. Require clarification at any time during the procurement process and/or require correction of arithmetic or apparent errors for the purpose of assuring a full and complete understanding of an offerer's proposal and/or to determine an offerer's compliance with the requirements of the solicitation.
6. Adjust any bidder's expected costs of the bid price based on a determination of the evaluation committee that the selection of the said bidder will cause the state to incur additional costs.
7. Use proposal information obtained through 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.
8. Prior to the proposal due date, amend the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available.
9. Prior to the proposal due date, direct bidders to submit proposal modifications addressing subsequent RFP amendments.
10. Utilize any and all ideas submitted in the bids received.

11. Negotiate with bidders responding to this solicitation within the solicitation requirements to serve the best interests of the state.
12. Begin contract negotiations with another bidder to serve the best interests of the state should DOCCS be unsuccessful negotiating a contract with the selected vendor within 30 days of the selection notification.
13. Revise or eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective bidders.
14. Waive any nonmaterial requirement not met by all bidders.
15. Waive or revise any offering when it has been determined that the item or "equal" cannot be supplied by all bidders.
16. Not make an award under this solicitation.
17. Unless otherwise specified in the solicitation, every offer is firm and not revocable for a period of 120 days from the bid opening.
18. Make an award under this solicitation in whole or in part.
19. Seek clarifications and revisions of proposals.
20. If two or more offers are found to be substantially equivalent, the Commissioner of DOCCS, at his sole discretion, will determine award.

END OF SECTION 5– ADMINISTRATIVE PROCEDURES

6 Proposal Submission

6.1 Content and Format

The rules established for proposal content and format will be rigidly enforced. Variations from the rules prescribed herein may subject the bidder to disqualification.

- Submit two (2) originals and eight (8) copies for a total of ten (10) copies of the complete technical proposal, each with original signatures.
- Submit two (2) original signed Cost Proposal Forms and two (2) copies. Print version of cost proposals must be submitted in a separate sealed envelope.
- All proposals must be in the possession of DOCCS by 3:00 PM EDT on the date indicated in Section 1.7. It is the sole responsibility of the bidder to ensure the proposal is received by the bid closing date and time. Late proposals may be rejected at the sole discretion of DOCCS.
- It shall be the responsibility of each bidder to see that its material is appropriately contained in some physical form that best guards against the loss of property in transit or in handling by DOCCS once received.
- Submit the proposal in a format that allows for updated pages to be easily incorporated into the original.
- Place the official name of the firm submitting the proposal so that it appears on the outside front cover of each binder and/or envelope with the name of the designated contact person(s) as provided in Section 1.5 of the RFP. Every copy of the proposal must have each major section separated with index tabs to identify the major sections of the proposal as they are named in the table of contents.
- Include all required substantiating documentation and responses as specified in the RFP. The substantiating documentation and responses shall cross reference the associated paragraph number of the RFP. It is not necessary to repeat each paragraph text as it appears in the RFP, it is only necessary to ensure that the Proposal Response is properly completed and the responses and required documentation are cross referenced to the appropriate RFP paragraph number.
- In all cases where supporting documentation is required within the RFP, links to external websites for such documentation **is not acceptable** and may subject the bidder to disqualification. If the required documentation does not lend itself to being bound in the format specified, uniquely identify the documentation and reference it accordingly.
- This Request for Proposals is comprised of the RFP title page and Notice to Bidders Page, the table of contents, and the pages numbered sequentially in the footer ending with page number 35 and all of the Attachments (A through G). If it is determined that a page(s) is missing or otherwise defective, the bidder must contact DOCCS immediately so that a corrected copy can be issued to the bidder. It is the bidders' responsibility to ensure that all pages have been included in the RFP received.

6.2 Proposal Submission Content (Pass/Fail)

Entire Proposal:

1. Completed and signed *Application Cover Sheet* and *Individual, Corporation, Partnership, or LLC Acknowledgment* (Attachment D).
2. Completed and signed *Bidders' Checklist and Required Documents* (Attachment D).
3. A brief cover letter approximately one page in length on company letterhead, which includes the contact information for an official that is authorized by the company to respond to solicitations.
4. Technical Proposal Response: two (2) original, eight (8) printed copies
5. Cost Proposals: two (2) original signed cost proposals and two (2) copies submitted in a separate sealed and labeled envelope.

6.3 Technical Proposal

The Technical Proposal shall be defined as the bidder's response to the entire RFP with the exception of the Cost Proposal and attachments. The Technical Response shall contain the following:

- a. The completed and signed *Application Cover Sheet* and cover letter.
- b. The completed and signed *Diversity Practices Questionnaire*.
- c. The complete Technical Proposal Response to all requirements and desirables in the RFP cross referenced to the item numbers in the *Technical Proposal Information*.
- d. All forms included in the RFP (Attachment D) completed as required.

In the event a bidder is disqualified during the technical evaluation phase, that bidder's cost proposals will not be considered.

6.4 Cost Proposal

Include the completed and signed Attachment C, *Cost Proposal* form. Cost proposals shall be considered all inclusive, including but not limited to, equipment, wiring, hardware, software, travel, overhead, profit, and administrative expenses. DOCCS will not consider proposed costs exceeding the not-to-exceed amount.

6.5 Instructions for Bid Submission

Only those Bidders who furnish all required information will be considered. Submit all required bid documents including signed bid addenda if any by the Proposal Due Date and time (Section 1.7), to the following address:

Proposal Submission for RFP2016-04
NYS Department of Corrections & Community Supervision
Division of Support Operations / Contract Procurement Unit
Attention: Velma Berry
550 Broadway
Menands, NY 12204

DOCCS will not consider emailed or faxed bid submissions.

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

Bids must be received in the Contract Procurement Unit on or before the date and time indicated in Section 1.7, *Schedule of Events*.

END OF SECTION 6– PROPOSAL SUBMISSION

7 Proposal Evaluation

Bidders' proposals will be evaluated in an objective, comprehensive manner and scored based on the criteria set forth in this section. The evaluation criteria will be applied uniformly and equally, ensuring that each qualified bidder has an opportunity to be fairly considered. Best Value Award will be based on the highest composite bidder's score. The technical component is worth 90 points and the cost component is valued at 10 points. The highest maximum score possible is 100 points.

Technical proposals, as defined in Section 6.3, will be evaluated using a predetermined rating scale:

The process used to evaluate the proposals will proceed through the following phases:

7.1 Mandatory Requirements (Pass/Fail)

The proposals will be reviewed to determine that the bidder has met **all** mandatory requirements. Bidders must confirm that all mandatory requirements will be met. Failure to meet any mandatory requirement may disqualify the bidder from further consideration.

7.2 Technical Proposal Evaluation (90 %)

DOCCS Technical Evaluation Team, a committee of Department staff, will evaluate and rate the bidders' proposals using a predetermined scoring tool and award points for responses to the itemized list of Desirables in Section 2.2 and Attachment B – *Technical Proposal Instructions*.

DOCCS evaluation committee may contact any references to verify information provided.

Bidders are required to complete and sign the *Diversity Practices Questionnaire* in Appendix B as part of the Technical Proposal submission. DOCCS will award points based on the bidders' responses to the eight (8) individual questions based on a predetermined methodology.

7.3 Cost Proposal Evaluation (10 %)

The bidder with the lowest aggregate amount for annual costs will receive the full point value; higher bids will receive a proportional point value determined by the ratio between the bid amount and the lowest bid.

The "cost formula" for higher bids is as follows: (lowest bid ÷ bid being evaluated x maximum points for cost).

7.4 Scoring

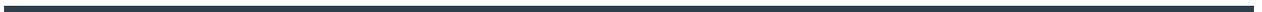
The points awarded to each bidder in the Technical Proposal Evaluation and Cost Proposal Evaluation categories will be combined to arrive at a total composite score for each bidder evaluated. The composite scores of all bidders will then be ranked from the highest to lowest score.

7.5 Debriefings

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

END OF SECTION 7 – PROPOSAL EVALUATION

Attachment A



APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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

TABLE OF CONTENTS

	Page
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
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
12. Equal Employment Opportunities For Minorities and Women	4-5
13. Conflicting Terms	5
14. Governing Law	5
15. Late Payment	5
16. No Arbitration	5
17. Service of Process	5
18. Prohibition on Purchase of Tropical Hardwoods	5-6
19. MacBride Fair Employment Principles	6
20. Omnibus Procurement Act of 1992	6
21. Reciprocity and Sanctions Provisions	6
22. Compliance with New York State Information Security Breach and Notification Act	6
23. Compliance with Consultant Disclosure Law	6
24. Procurement Lobbying	7
25. Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates and Subcontractors	7
26. Iran Divestment Act	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, licenser, licensee, lessor, lessee or any other party):

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

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

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

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

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

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

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

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

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

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

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

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

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

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.

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

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

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

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

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
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

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

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

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

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

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

21. RECIPROCITY AND SANCTIONS PROVISIONS.

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

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

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

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

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

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

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

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

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

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

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

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

Attachment B

Diversity Practices Questionnaire

Technical Proposal Instructions

Diversity Practices Questionnaire

I, _____, as _____ (title) of _____ firm or company (hereafter referred to as the company), swear and/or affirm under penalty of perjury that the answers submitted to the following questions are complete and accurate to the best of my knowledge:

1. Does your company have a Chief Diversity Officer or other individual who is tasked with supplier diversity initiatives? Yes or No

If Yes, provide the name, title, description of duties, and evidence of initiatives performed by this individual or individuals.

(Attach additional sheets to this questionnaire; number items on the sheets to correspond with the numbers on this questionnaire.)

2. What percentage of your company's gross revenues (from your prior fiscal year) was paid to New York State certified minority and/or women-owned business enterprises as subcontractors, suppliers, joint-venturers, partners or other similar arrangement for the provision of goods or services to your company's clients or customers?

3. What percentage of your company's overhead (i.e. those expenditures that are not directly related to the provision of goods or services to your company's clients or customers) or non-contract-related expenses (from your prior fiscal year) was paid to New York State certified minority- and women-owned business enterprises as suppliers/contractors?³

4. Does your company provide technical training⁴ to minority- and women-owned business enterprises? Yes or No

If Yes, provide a description of such training which should include, but not be limited to, the date the program was initiated, the names and the number of minority- and women-owned business enterprises participating in such training, the number of years such training has been offered and the number of hours per year for which such training occurs.

(Attach additional sheets to this questionnaire; number items on the sheets to correspond with the numbers on this questionnaire.)

³ Do not include onsite project overhead.

⁴ Technical training is the process of teaching employees how to more accurately and thoroughly perform the technical components of their jobs. Training can include technology applications, products, sales and service tactics, and more. Technical skills are job-specific as opposed to soft skills, which are transferable.

Diversity Practices Questionnaire

5. Is your company participating in a government approved minority- and women-owned business enterprise mentor-protégé program? Yes or No

If Yes, identify the governmental mentoring program in which your company participates and provide evidence demonstrating the extent of your company's commitment to the governmental mentoring program.

(Attach additional sheets to this questionnaire; number items on the sheets to correspond with the numbers on this questionnaire.)

6. Does your company include specific quantitative goals for the utilization of minority- and women-owned business enterprises in its non-government procurements? Yes or No

If Yes, provide a description of such non-government procurements (including time period, goal, scope and dollar amount) and indicate the percentage of the goals that were attained.

(Attach additional sheets to this questionnaire; number items on the sheets to correspond with the numbers on this questionnaire.)

7. Does your company have a formal minority- and women-owned business enterprise supplier diversity program? Yes or No

If Yes, provide documentation of program activities and a copy of policy or program materials.

8. Does your company plan to enter into partnering or subcontracting agreements with New York State certified minority- and women-owned business enterprises if selected as the successful respondent? Yes or No

If Yes, complete the attached Utilization Plan.

All information provided in connection with the questionnaire is subject to audit and any fraudulent statements are subject to criminal prosecution and debarment.

Diversity Practices Questionnaire

Signature of
Owner/Official

Printed Name of
Signatory

Title

Name of Business

Address

City, State, Zip

STATE OF _____
COUNTY OF _____) ss:

On the _____ day of _____, 201____, before me, the undersigned, a Notary Public in
and for the State of _____, personally appeared

_____, personally known to me or proved to me on the basis
of satisfactory evidence to be the individual whose name is subscribed to this certification and
said person executed this instrument.

Notary Public

Technical Proposal Instructions

RFP 2016-04

Instructions: Bidders should prepare a corresponding Technical Proposal to submit for this section.

Number the responses to the items below by referencing the title of the section and the item number for each of the **Mandatory** items below; provide your agreement and any details that describe how bidder proposes to fulfill the requirement.

For the items in the **Desirable** column, provide detailed responses illustrating how the bidder will meet or exceed the requested aspects of the item. Reference the corresponding section, mandatory item number, and the letter associated with the desirable item (e.g. Vendor Requirements, item #1, A). Responses should be detailed and include additional documentation/examples to demonstrate how the proposed solution will address each itemized desirable.

Vendor Requirements

Mandatory	Desirable
<p>1. Bidder will supply the requested Automated Victim Information and Notification System on a 24-hour/7-day basis in both English and Spanish.</p>	<p>A. Bidders should provide evidence of experience in the provision of an automated system for notification with a scope for services similar to the one being solicited by DOCCS. Describe the scope, the size of the population served, and the duration of the similar experience(s). Emphasize how the experience(s) relate to the skills required for systems that can address the requirements that DOCCS has established for notifying victims when critical information is available.</p>
<p>2. Vendor will be in compliance with technical guidelines and standards for the operation of a statewide automated victim notification system as outlined by the Bureau of Justice Assistance (BJA) found at www.ojp.usdoj.gov/pdf/SAVIN_Guidelines.pdf</p>	<p>A. Provide a plan for the secure system to exceed the 95.95% availability as measured on a monthly basis (thus exceeding the standards stated in the BJA standards and guidelines).</p> <p>B. Advise how the bidder will provide a detailed report to DOCCS' OVA contact liaison for the data that cannot be incorporated in the proposed data system.</p> <p>C. Describe security measures the bidder will supply that exceed those stated in the BJA guidelines. Provide a detailed description of the measure(s).</p>

Registration

Mandatory	Desirable
<p>3. Vendor will have dedicated toll-free number and a dedicated website for registrants to register for notification. Website will be available in both English and Spanish.</p>	<p>A. The dedicated website will be created utilizing a responsive web design.</p> <p>B. The toll-free number will be available in any or all of the following languages Chinese, Russian, Haitian Creole, Korean, and Italian. Bidders should specify which languages will be available.</p> <p>C. The dedicated website will be available in any or all of the following languages: Chinese, Russian, Haitian Creole, Korean, and Italian. Bidders should specify which languages will be available.</p> <p>D. The dedicated website will contain information outlining specific events and awareness campaigns taking place on a monthly basis. For example, Stalking Awareness Month and Domestic Violence Awareness Month. The information will be provided to the vendor by the DOCCS OVA contact.</p>
<p>4. A four-digit PIN code will be selected by registrant at time of registration for telephone notification. A four-digit PIN code will not be necessary for registrants who select email and/or text notification.</p>	
<p>5. Registrations will be anonymous. Specifically registrants will not need to provide their names, address or types of crimes associated with the requests.</p>	

Notification Events

Mandatory	Desirable
<p>6. Notification events will include: release, escape, death, transfer to furlough or work release and transfer to other state agency, as well as return to DOCCS custody</p>	
<p>7. Once triggered, notification calls will be placed for 24 hours EXCEPT for the hours of 10 p.m. to 7 a.m. Notifications triggered by off-cycle emergency data feed will be placed</p>	<p>(Continued on next page.)</p>

Mandatory	Desirable
for 24 hours including the hours of 10 p.m. to 7 a.m.	
<p>8. Notification will occur to registrant's phone number, email address and/or text number. Notification will be made in English or Spanish based on registrant's choice at the time of registration.</p>	<p>A. Telephone notification will be available in any or all of the following languages: Chinese, Russian, Haitian Creole, Korean, and Italian. Specify which language(s) in your response.</p> <p>B. Email notification will be available in any or all of the following languages: Chinese, Russian, Haitian Creole, Korean, and Italian. Specify which language(s) in your response.</p> <p>C. Text notification will be available in any or all of the following languages: Chinese, Russian, Haitian Creole, Korean, and Italian. Specify which language(s) in your response.</p>
<p>9. Registrants' self-selected four-digit PIN number must be entered at the conclusion of the telephone notification details to confirm notification has occurred.</p>	<p>A. Bidder may program their system so that the registrant may enter PIN number to authorize release of notification call details upon receipt of call to the registered phone number. No script details will be triggered until after the PIN number has been entered by the recipient.</p> <p>B. The bidder will provide a program that requires the PIN number to be re-entered to confirm receipt of the telephone call at end of the script.</p> <p>C. The bidder proposes a program allowing a prescribed code less than four digits long (e.g. *99) that can be entered by the recipient to stop the current notification call and permanently remove the recipient's phone number from the system at the time that the notification call is received. The bidder will provide a proposed script for the instructions that recipients can use for this option.</p>

Operator Support for Registrants

Mandatory	Desirable
<p>10. Live operator support for registrants is required on a 24-hours/7-day basis. Operators must be able to provide assistance to aid system user in registering for notification and for referring registrants to the DOCCS OVA for additional concerns and information. Additional information needed by registrants will be provided by DOCCS OVA.</p>	<p>A. Monthly report of the # of times a live operator assists a caller with registering for notification.</p> <p>B. Monthly report of the duration of call each time a live operator is reached.</p>
<p>11. Live operators will have the ability to utilize a consecutive live language interpretation service (e.g. Language Line or Language Service Associates). Bidder must specify the name of the proposed interpretation service. Final decision of language interpretation services are subject to DOCCS' approval.</p>	<p>A. Describe the monthly report that documents the number of times a live operator utilizes a consecutive live language interpretation service to assist a caller.</p>

Technical Requirements

Mandatory	Desirable
<p>12. Data will be sent by DOCCS via SFTP three (3) times daily on prescribed schedule. Notifications will be made following receipt of each SFTP file transfer and when DOCCS utilizes an emergency data feed to provide off-cycle data concerning inmate status (e.g. escape and return from escape). Data received will be incorporated and notifications will be triggered per BJA standards.</p>	<p>A. If bidder is able to exceed the BJA standards, please describe what is proposed.</p>
<p>13. A fourth data file will be sent by DOCCS via SFTP at a prescribed time daily which will update data but trigger no notifications. Updated data will be available for display on website.</p>	
<p>14. Automated reconciliation of data will occur on a monthly basis per a schedule prescribed by DOCCS. Data is to be sent to DOCCS in format prescribed by DOCCS for DOCCS to</p>	<p>(Continued on next page.)</p>

Mandatory	Desirable
reconcile data and return to vendor for corrections if necessary.	
15. Vendor will receive file of registrations from current vendor to initialize data files for future notifications. Data file acquisition will occur thirty (30) days prior to vendor transition.	
16. Data file design will be per DOCCS specifications (see Attachment F, Exhibit 2).	
17. Vendor will be responsible for the monthly report based on new registrations per VOCA crime categories. Examples include but are not limited to homicide, robbery, rape.	
18. Vendor is required to produce file of registrations to initialize data file to assist in transition at end of contract if necessary.	

Administration

Mandatory	Desirable
19. The vendor will select a single point of contact to be the primary resource for issues and concerns. The selected resource will be available to discuss problems, possible solutions, implementation of solutions, system utilization with DOCCS.	
20. DOCCS will have 24/7 access to private portal for usage reports, stopping current calls, deleting phone numbers and updating registrant four-digit PIN numbers.	
21. An emergency data feed will be available to DOCCS to provide 24/7 off-cycle data concerning inmate(s) status (e.g. escapes and returns from escape).	
22. Undeliverable notifications by telephone, email and text must be tracked and recorded in monthly report.	<p>A. Additional monthly report data to include the numbers of</p> <ul style="list-style-type: none"> • confirmed notification calls • unconfirmed notification calls <p><i>(Continued on next page.)</i></p>

Mandatory	Desirable
	<ul style="list-style-type: none"> • times recipient entered less than four- digit code to permanently remove their phone # from the service • text messages delivered • email messages delivered • email messages undelivered • registrations in each language offered • registrations using toll-free phone number • registrations using website • notification by release type (e.g. release to parole, conditional release to parole, transfer to another state agency, death, release upon maximum expiration date of the sentence, release by court order, transfer to work release program, escape etc.) • new registrations each month • new registrations by crime type each month (Crime classification chart will be provided by DOCCS and will be based on VOCA reporting requirements)
<p>23. All scripts for notifications must be approved by DOCCS and will be available in English and Spanish.</p>	<p>A. DOCCS approved scripts will be available in any or all of the following languages: Chinese, Russian, Haitian Creole, Korean, and Italian.</p> <p>Specify which language(s) in your response.</p>

Miscellaneous

Mandatory	Desirable
<p>24. An annual allowance of \$5000 is included in the contract amount to purchase “swag” items selected and designed by DOCCS to “advertise” the availability of the services.</p>	
<p>25. All announcements about the availability of the service require pre-approval by DOCCS.</p>	

Attachment C

Cost Proposal

Cost Proposal NYS RFP 2016-04

Complete the table below providing the proposed annual rate for the provision of the automated system for victim notification. The proposed rate will be for the five-year term of the resulting contract.

Annual Rate	Number of Years	<u>Grand Total for Five Years</u> <i>(Annual rate X number of years)</i>
\$	5	\$

Any bids that are more than the not-to-exceed annual amount of \$175,000 will be disqualified from further consideration.

Authorized signature

Company name

Printed name

Title

Telephone number

Email address

Date

ATTACHMENT D

Legal and Required Forms

Application Cover Sheet

NYS Department of Corrections and Community Supervision

RFP 2016-04, Automated System for Victim Notification

Return this page with the Technical Proposal as 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 120-day period from the date of the submission.

Bid Declination Form
New York State Department of Corrections and Community Supervision

RFP 2016-04 Automated System for Victim Notification

Please complete the information below and email the scanned form to the individual specified at the bottom of this form.

Company Name: _____

Address: _____

This company will not submit a proposal in response to the above-referenced RFP for the following reason(s) (Check all that applies.):

- _____ 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 _____

RFP 2016-04 Automated System for Victim Notification

New York State Department of Corrections and Community Supervision

Bid Submission Checklist

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 Original Copies
<input type="checkbox"/>	Application Cover Sheet	2	8
<input type="checkbox"/>	Individual, Corporation, Partnership, or LLC Acknowledgement	2	8
Mark the Boxes as Applicable			
<input type="checkbox"/>	Completed, signed, and notarized Diversity Practices Questionnaire (Attachment B) Submit with Technical Proposal.	2	2
<input type="checkbox"/>	Bidder's Technical Proposal including cover letter, responses to Mandatory Requirements, and proposed solutions for the desirable items (see Section 6.3 and Attachment B)	2	8
<input type="checkbox"/>	All forms completed, signed, and notarized, as required, in Attachment D (this attachment)	1	1
<input type="checkbox"/>	Vendor Responsibility Questionnaire (see Section 4.5): Online Questionnaire Certified Date: _____ OR Paper Questionnaire Submission	1	1
<input type="checkbox"/>	M/WBE – EEO Policy Statement (see Attachment G)	1	1
<input type="checkbox"/>	EEO Staffing Plan (see Attachment G)	1	1
<input type="checkbox"/>	M/WBE or Small Business Enterprise Certification (Attachment G)	1	1
<input type="checkbox"/>	Bid Submission Checklist (This form with boxes marked)	1	1
<input type="checkbox"/>	Signed copies of all addenda released for this solicitation	1	1
Cost Proposal Submittal			
<input type="checkbox"/>	Cost Proposal Form (see Attachment C)	2	2
Note: Cost Submittal must be in a sealed envelope labeled "RFP 2016-04 Cost Proposal."			

AUTHORIZED SIGNATURE

COMPANY NAME

PRINTED NAME

TITLE

DATE

RFP 2016-04 Automated System for Victim Notification

All bidders must submit the following required forms with the Technical Proposal. The forms are provided in this attachment unless otherwise noted:

- *Procurement Lobbying Certification* (Prior Non-Responsibility / Procurement Lobbying Termination)
- *Vendor Responsibility Questionnaire* completed online:
<http://www.osc.state.ny.us/vendrep/index.htm>
(If you cannot complete the online version, hard copy *Vendor Responsibility Questionnaires* will be accepted with proposals.)
- *Encouraging Use of New York State Businesses in Contract Performance*
- *EEO Policy Statement* (Attachment G)

The following forms are available on the Community Supervision Web site:

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

- Form M/WBE 100, *M/WBE Utilization Plan*
- Form EEO 100, *EEO Staffing Plan*

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

- Contractor Insurance Requirements (see Section 4.15)
- Compliance with Workers' Compensation and NYS Disability Benefits Insurance Requirements (see Section 4.16)
- Tax and Finance Form ST-220-CA (Form ST-220-TD is filed directly with NYS Department of Tax & Finance):
https://www.tax.ny.gov/forms/sales_cur_forms.htm
- Non-Disclosure Agreement (Attachment E)

PROCUREMENT LOBBYING CERTIFICATION

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

Procurement Lobbying information can be accessed with the following links:
<http://www.ogs.ny.gov/aboutogs/regulations/advisoryCouncil/sfl139-j.htm> and
<http://www.ogs.ny.gov/aboutogs/regulations/advisoryCouncil/sfl139-k.htm>

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

By: _____ Date: _____

Name: _____ Title: _____

Contractor Name: _____

Contractor Address: _____

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

1. Has any Government Entity made a finding of non-responsibility against this organization/company? **No** **Yes**

2. If yes, was the basis for the finding of non-responsibility due to a violation of SFL§139-j or due to the intentional provision of false or incomplete information to a Government Entity? **No** **Yes**

3. Has any Government Entity terminated or withheld a procurement contract with this organization/company due to the intentional provision of false or incomplete information? **No** **Yes**

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

Offerer Certification:

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

By: _____ Date: _____

Name: _____ Title: _____

Procurement Lobbying Termination

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

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).

Attachment E
Nondisclosure Agreement

**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, 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 F

Exhibits

Exhibit 1
NYS 1998 Session Law, Chapter 1, §42

§ 42. Notwithstanding any other provision of law, by January 1, 1999, the department of correctional services shall establish an **automated telephone system** that a victim, family member of a victim, a witness or any member of the general public may call to obtain information relating to the crime and sentence of an inmate who is serving a determinate or indeterminate sentence of imprisonment. The department of correctional services, in consultation with the department of motor vehicles, shall also develop a public awareness campaign and disseminate information regarding the availability of the **automated telephone system** in conjunction with licensing and motor vehicle registration, application and renewal procedures of the department of motor vehicles. In addition, by April 1, 1999, the division of parole, in cooperation with the department of correctional services, shall implement a program to provide a victim, family member of a victim, a witness, or any member of the general public with access to information concerning the community of residence of a person who has been paroled, conditionally released or released to post-release supervision and the address and telephone number of the regional parole office to which such person has been assigned.

Exhibit 2 Data File Layout

RECORD LENGTH: 161

VARIABLE	POSITION	SIZE	DESCRIPTION
ACTION INDICATOR	1-1	1	'A' - ADD 'D' - DELETE 'M' - MODIFY
ACTION DATE	2-9	8	CCYYMMDD
DIN	10-16	7	YYANNNN
NYSID	17-25	9	NNNNNNNA
LAST NAME	26-43	18	ALPHA
FIRST NAME	44-54	11	ALPHA
MIDDLE INITIAL	55-55	1	ALPHA
DATE OF BIRTH	56-63	8	CCYYMMDD
GENDER	64-64	1	'M' - MALE 'F' - FEMALE
RACE	65-65	1	'A' - ASIAN 'B' - BLACK 'I' - AMERICAN INDIAN 'O' - OTHER 'U' - UNKNOWN 'W' - WHITE
ETHNICITY	66-66	1	' ' - NOT REPORTED 'H' - HISPANIC 'N' - NON-HISPANIC 'U' - UNKNOWN
ADMISSION CODE	67-68	2	' ' - NOT REPORTED SEE ADMISSION CODE TABLE
ADMISSION DATE	69-76	8	CCYYMMDD
OUT-TO-COURT INDICATOR	77-77	1	'Y' - YES 'N' - NO ' ' - NOT APPLICABLE
FACILITY CODE	78-79	2	SEE FACILITY CODE TABLE
WORK RELEASE FLAG	80-80	1	'Y' - YES 'N' - NO UNSUPERVISED ' ' - NOT APPLICABLE
OUTCOUNT INDICATOR	81-81	1	'Y' - YES 'N' - NO ' ' - NOT APPLICABLE
CONTROLLING CRIME ATTEMPT STATUS	82-82	1	'Y' - ATTEMPTED 'N' - NONE ' ' - NOT APPLICABLE
CONTROLLING CRIME CODE	83-86	4	SEE CRIME CODE TABLE
AGGREGATE MINIMUM SENTENCE	87-94	8	YYYYMMDD
AGGREGATE MAXIMUM SENTENCE	95-102	8	YYYYMMDD
EARLIEST RELEASE DATE	103-110	8	CCYYMMDD
RELEASE CODE	111-112	2	SEE RELEASE CODE TABLE
RELEASE DATE	113-120	8	CCYYMMDD
OTHER DINS	121-155	35	YYANNNN OCCURS 5
PAROLE ADDRESS COUNTY	156-157	2	SEE COUNTY TABLE
PAROLE AREA OFFICE	158-161	4	SEE PAROLE AREA OFFICE TABLE

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 and may be updated at the time of tentative award:

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

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 and 5 NYCRR 140-145 Department of Corrections and Community Supervision (hereinafter referred to as “DOCCS”) recognizes its obligation under the law to promote opportunities for maximum feasible participation of certified minority-and women-owned business enterprises and the employment of minority group members and women in the performance of DOCCS contracts.

In 2006, the State of New York commissioned a disparity study to evaluate whether minority and women-owned business enterprises had a full and fair opportunity to participate in state contracting. The findings of the study were published on April 29, 2010, under the title "The State of Minority and Women-Owned Business Enterprises: Evidence from New York" (“Disparity Study”). The report found evidence of statistically significant disparities between the level of participation of minority-and women-owned business enterprises in state procurement contracting versus the number of minority-and women-owned business enterprises that were ready, willing and able to participate in state procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide certified minority- and women-owned business enterprises program. The recommendations from the Disparity Study culminated in the enactment and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that DOCCS establishes goals for maximum feasible participation of New York State Certified minority- and women – owned business enterprises (“MWBE”) and the employment of minority groups members and women in the performance of New York State contracts.

Business Participation Opportunities for MWBEs

For purposes of this solicitation, DOCCS hereby establishes an overall goal of 0% for MWBE participation, 0% for New York State certified minority-owned business enterprises (“MBE”) participation and 0% for New York State certified women-owned business enterprises (“WBE”) participation (based on the current availability of qualified MBEs and WBEs). A contractor (“Contractor”) on the subject contract (“Contract”) must document its good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract and the Contractor agrees that DOCCS may withhold payment pending receipt of the required MWBE documentation. The directory of MWBEs can be viewed at: <https://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, the Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE 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 MWBEs had the Contractor achieved the contractual MWBE goals; and (2) all sums actually paid to MWBEs for work performed or materials supplied under the Contract.

By submitting a bid or proposal, a bidder on the Contract (“Bidder”) agrees to demonstrate its good faith efforts to achieve its goals for the utilization of MWBEs by submitting evidence thereof through the New York State Contract System (“NYSCS”), which can be viewed at <https://ny.newnycontracts.com>, provided, however, that a Bidder may arrange to provide such evidence via a non-electronic method by contacting the designated contact for this procurement. Please note that the NYSCS is a one stop solution for all of your MWBE and Article 15-A contract requirements. For additional information on the use of the NYSCS to meet Bidder’s MWBE requirements please see the attached MWBE guidance, “Your MWBE Utilization and Reporting Responsibilities Under Article 15-A.”

Additionally, a Bidder will be required to submit the following documents and information as evidence of compliance with the foregoing:

- A. An MWBE Utilization Plan with their bid or proposal. Any modifications or changes to the MWBE Utilization Plan after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to DOCCS.

DOCCS will review the submitted MWBE Utilization Plan and advise the Bidder of DOCCS acceptance or issue a notice of deficiency within 30 days of receipt.

- B. If a notice of deficiency is issued, the Bidder will be required to respond to the notice of deficiency within seven (7) business days of receipt by submitting to the DOCCS, [address phone and fax information], 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 MWBE participation goals. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

DOCCS may disqualify a Bidder as being non-responsive under the following circumstances:

- a) If a Bidder fails to submit a MWBE 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.

The Contractor will be required to attempt to utilize, in good faith, any MBE or WBE identified within its MWBE 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.

The Contractor will be required to submit a Contractor's Quarterly M/WBE Contractor Compliance & Payment Report to the DOCCS, by the 10th day following each end of quarter over the term of the Contract documenting the progress made toward achievement of the MWBE goals of the Contract.

Equal Employment Opportunity Requirements

By submission of a bid or proposal in response to this solicitation, the Bidder/Contractor agrees with all of the terms and conditions of Appendix A – Standard Clauses for All New York State Contracts 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, undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.

The Bidder will be required to submit a Minority and Women-Owned Business Enterprises and Equal Employment Opportunity Policy Statement to DOCCS with their bid or proposal.

To ensure compliance with this Section, the Bidder will be required to submit with the bid or proposal an Equal Employment Opportunity 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 an Equal Employment Opportunity Workforce Employment Utilization Compliance Report identifying the workforce actually utilized on the Contract, if known, through the New York State Contract System; provided, however, that a Bidder may arrange to provide such report via a non-electronic method by contacting the designated contact for this procurement.

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.

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:

Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations. Request a list of State-certified M/WBEs from DOCCS and solicit bids from them directly.

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.

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.

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.

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

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.

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.

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.

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.

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
(Name of Designated Liaison)

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: _____

End of RFP 2016-04, Automated System for Victim Notification