



**Division of Criminal  
Justice Services**

**KATHY HOCHUL**  
Governor  
**ROSSANA ROSADO**  
Commissioner

# **Course in Police Supervision**

**RFP DCJS-2025-01**

**ATTACHMENTS FOR COMPLETION BY VENDOR**

**ATTACHMENT 1A  
COMPLETE PROPOSAL REQUIREMENT CHECKLIST**

**RFP# DCJS 2025-01 Course in Police Supervision**

A successful proposal will be submitted in the packages and order listed below. Each Proposal Package must be submitted separately.

<b>TECHNICAL PROPOSAL</b>		
<b>Volume 1 – Technical</b>	<b>RFP Section</b>	<b>Included w/ Submission (to be checked by Bidder)</b>
Attachment B: Mandatory Requirement	4.2	<input type="checkbox"/>
Attachment C: Technical Proposal Response Form	5.1	<input type="checkbox"/>
Attachment D: Client Reference Response Form	5.2	<input type="checkbox"/>
<b>ADMINISTRATIVE REQUIREMENTS</b>		
<b>Volume 2 – Administrative</b>	<b>RFP Section</b>	<b>Included w/ Submission (to be checked by Bidder)</b>
Attachment F: Formal Offer Letter	7.1	<input type="checkbox"/>
Attachment 1A: Complete Proposal Requirement Checklist	N/A	<input type="checkbox"/>
Attachment A: Firm Information Form and Attestation	4.1	<input type="checkbox"/>
Offerer's Proposed Extraneous terms, if applicable	7.6	<input type="checkbox"/>
Notification of Exemption from Disclosure under FOIL, if applicable	7.7	<input type="checkbox"/>
Appendix C: Encouraging Use of New York State Businesses in Contract Performance	7.4	<input type="checkbox"/>
Appendix D: Non-Collusive Bidding Certification	7.2	<input type="checkbox"/>
Appendix F: Attachment 1 - Offerer's Affirmation of Understanding of and Agreement pursuant to State Finance Law §139-j (3) and §139-j (6) (b)	7.3 1	<input type="checkbox"/>
Appendix F: Attachment 2 - Offerer Disclosure of Prior Non-Responsibility Determinations	7.3.1	<input type="checkbox"/>
Appendix F: Form 4- Offerer's Certification of Compliance With State Finance Law §139-k(5)	7.3.1	<input type="checkbox"/>
Appendix M: EO 177 Certification	7.8	<input type="checkbox"/>
Appendix P: Sexual Harassment Prevention Certification	7.9	<input type="checkbox"/>
Appendix Q: EO 16 Certification	7.10	<input type="checkbox"/>
<b>FINANCIAL PROPOSAL</b>		
<b>Volume 3 – Cost</b>	<b>RFP Section</b>	<b>Included w/ Submission (to be checked by Bidder)</b>
Attachment E: Financial Response Form	6.0	<input type="checkbox"/>
Cost Narrative	6.0	<input type="checkbox"/>

**Attachment A**  
**Firm Information Form and Attestation**

**Information Regarding the Firm**

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

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

\_\_\_\_\_

Phone #: \_\_\_\_\_ Web Address: \_\_\_\_\_

Federal ID number \_\_\_\_\_

**Primary Contact Concerning the Proposal Information**

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

Phone #: \_\_\_\_\_

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

The contact person provided is expected to have responsibility for communications with the State, regarding the information provided in the bid. Any change in this designation must be submitted in writing to the State.

**Attestations**

The Bidder agrees to the following as outlined in RFP Section 4.1 and 4.2:

1. The Bidder can respond rapidly and effectively to the requests by DCJS for the purposes of clarification of information.  
 Yes                       No
  
2. The Bidder shall represent and warrant, that it is authorized to do business in the State of New York.  
 Yes                       No
  
3. The Bidder represent and warrant that, as of the date of submission of its Proposal, the Bidder has completed, obtained, or performed all registrations, filings, approvals, authorizations, consents, and examinations required by any governmental authority for the provision of the services and that Bidder will, in order to perform said services during the term of the Contract, if any, comply with any requirements imposed upon it by law during said Contract term. Bidder shall notify DCJS immediately in the event that there is any change in the above corporate status during the term of the Contract.  
 Yes                       No

4. If applicable, Bidder/Contractor shall notify DCJS in advance in the event that there is any proposed future change in the above corporate status.

Yes  No

5. The Bidder must attest that it is currently in the business of providing curriculum development services requested in the RFP to a minimum of two (2) clients within the last five (5) years from the date of issuance of the RFP. For the purpose of this bid, a client means a public or private entity. Vendors not meeting the experience requirements in providing curriculum development services will not be considered for award and will immediately be removed from further consideration.

Yes  No

**By signing this letter, I certify that I am authorized to bind the firm contractually.**

Name of Authorized Representative of the Firm:

\_\_\_\_\_

Title/Position of Authorized  
Representative of the Firm:

\_\_\_\_\_

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

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

## Attachment B: Mandatory Requirement: Bidder Experience

In accordance with the qualifying criteria outlined in Section 4.2., your organization must meet the following requirement:

Mandatory Requirement	Yes	No
Has the Bidder developed training curricula related to the services requested in the RFP to a minimum of two (2) clients (private or public) within the last five (5) years from the date of issuance of the RFP.		

**Attachment C: Technical Proposal Response Form:** This section outlines specific requirements the Bidder should address to receive technical evaluation points in response to this proposal. The Bidder should provide all information requested and must be as specific as possible to ensure DCJS can score the Bidder's response appropriately. Incomplete or vague responses will negatively impact the technical score.

Bidder must submit a detailed description of each feature as listed in section 5.1 of this RFP.

If preferred, Bidder may attach additional response documents and reference the attachments in the corresponding response fields below.

1. Vendor will provide a detailed plan, timeline, and description of "Phase 1: Curriculum Design and Development of Training Materials – Deliverable 1" tasks for the development and design of the new curriculum.

2. Vendor will provide a detailed description of adult learning methodologies that would be considered for integration into the curriculum design for "Phase 1: Curriculum Design and Development of Training Materials – Deliverable 1".

3. Vendor will provide examples of previously developed course materials that demonstrate the utilization of adult learning methodologies and evidence-based curriculum design. This may include examples from previously developed instructor manuals, student guides, and other supplemental learning aides (i.e., PowerPoints, videos, reading assignments, etc.), that are similar to and/or could be used for “Phase 1: Curriculum Design and Development of Training Materials – Deliverable 1”.

4. Vendor will detail their experience in developing training courses and materials specific to leadership and/or supervision, including any experience in the development of said training courses and materials for law enforcement for “Phase 1: Curriculum Design and Development of Training Materials – Deliverable 1”.

5. Vendor will provide a summary of any experience in developing web-based learning content and provide examples of previously developed web-based online learning content, which may include but not be limited to, online course content involving web-based learning, online project assignments and web-based delivery platforms utilized similar to and/or that could be used for “Phase 1: Curriculum Design and Development of Training Materials – Deliverable 1,”.

6. Vendor will provide a detailed plan, timeline, and description of “Phase 2: Training Pilots and Course Evaluation Tool – Deliverable 2” tasks to prepare instructors and conduct pilot sessions of the newly developed curriculum including the process to be utilized in the development and dissemination of a course evaluation tool and the subsequent analysis of data collected.



7. Vendor will provide examples of previously developed course evaluation tools used to measure the transfer and retention of course materials by students, similar to and/or could be used be used for “Phase 2: Training Pilots and Course Evaluation Tool – Deliverable 3.

8. Vendor will provide a detailed plan, timeline, and description of “Phase 3: Implementation and Technical Assistance – Deliverable 4” tasks to implement a sustainable statewide standardized delivery model of the new curriculum.

9. Vendor will provide a description of technical assistance to be provided that will ensure the successful transfer of knowledge to instructors to deliver the new curriculum for “Phase 3: Implementation & Technical Assistance – Deliverable 5”

**Attachment D: Client Reference Response Form**

Provide two (2) client references as described in Section 5.2 for whom the bidder provided training to within the last five (5) years from the date of issuance of the RFP.

Clients provided will be contacted to verify information and quality and satisfaction of the work provided to the client.

**Client #1**

Firm Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Client Contact Name: \_\_\_\_\_  
Phone #: \_\_\_\_\_  
E-mail address: \_\_\_\_\_  
Alternate Contact Name: \_\_\_\_\_  
Alternate Phone #: \_\_\_\_\_  
Alternate e-mail address: \_\_\_\_\_

**Client #2**

Firm Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Client Contact Name: \_\_\_\_\_  
Phone #: \_\_\_\_\_  
E-mail address: \_\_\_\_\_  
Alternate Contact Name: \_\_\_\_\_  
Alternate Phone #: \_\_\_\_\_  
Alternate e-mail address: \_\_\_\_\_

**Alternate Client**

Firm Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Client Contact Name: \_\_\_\_\_  
Phone #: \_\_\_\_\_  
E-mail address: \_\_\_\_\_  
Alternate Contact Name: \_\_\_\_\_  
Alternate Phone #: \_\_\_\_\_  
Alternate e-mail address: \_\_\_\_\_

**ATTACHMENT E**  
**Financial Response Form**  
**Course in Police Supervision**

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

<b>Deliverable</b>	<b>Quantity</b>	<b>Cost</b>	<b>Total Cost = Quantity X Cost</b>
Deliverable 1 - Phase 1: Curriculum Design and Development of Training Materials	<b>1</b>		
Deliverable 2 - Phase 2: Training Pilots (No more than three will be required)	<b>3</b>		
Deliverable 3 - Phase 2: Course Evaluation Tool	<b>1</b>		
Deliverable 4 - Phase 3: Implementation	<b>1</b>		
Deliverable 5 - Phase 3: Monthly Technical Assistance (To be provided for one year)	<b>12</b>		
<b>Proposal Total Cost:</b>			

**Attach separate sheets for cost narrative.**

**ATTACHMENT F**

**Formal Offer Letter**

**TO BE COMPLETED ON OFFERER'S LETTERHEAD**

Date

Procurement Officer, Office of Budget and Finance  
New York State Division of Criminal Justice Services  
Alfred E. Smith Office Building 10<sup>th</sup> Floor  
80 S. Swan St,  
Albany, New York 12210

Dear Procurement Officer:

**RE: OPS Course in Police Supervision RFP #CJS 2025-01**  
**Formal Offer to the State of New York**

**[INSERT OFFERER NAME]** hereby submits this firm and binding offer to the State of New York in response to New York State Request for Proposals (RFP) #CJS 2025-01 by the New York State Division of Criminal Justice Services for the Course in Police Supervision. The Bid Proposal hereby submitted meets or exceeds all terms, conditions and requirements set forth in the above-referenced RFP. This formal offer will remain firm and non-revocable for a minimum period of five (5) years from the date proposals are due to be received by the State, or until a Contract is approved by the NYS Comptroller and executed by the State.

**[INSERT OFFERER NAME]** complete offer is set forth in three, separately bound volumes as follows:

<u>Technical Proposal:</u>	Total of 2 hard copy volumes, with 1 electronic copy on a Portable USB Drive
<u>Administrative Proposal:</u>	Total of 2 hard copy volumes, with 1 electronic copy on a Portable USB Drive
<u>Financial Proposal:</u>	Total of 2 hard copy volumes, with 1 electronic copy on a Portable USB Drive

**[INSERT OFFERER NAME]** hereby affirms that, at the time of bid submission, Offerer knows of no factors existing at time of bid submission or which are anticipated to arise during the procurement or Contract term, which would constitute a potential conflict of interest in successfully meeting the contractual obligations set forth in the above-referenced RFP and the Bid Proposal hereby submitted, including but not limited to:

1. No potential for conflict of interest on the part of the Offerer or any Subcontractor due to prior, current, or proposed contracts, engagements, or affiliations; and
2. No potential conflicts in the sequence or timing of the proposed award under this procurement relative to the timeframe for service delivery, or personnel or financial staffing commitments of Offerer or proposed subcontractors to other projects.

By signing, the undersigned individual affirms and represents that he has the legal authority and capacity to sign and make this offer on behalf of, and has signed using that authority to legally bind **[INSERT OFFERER NAME]** to the offer, and possesses the legal capacity to act on behalf of Offerer to execute a Contract with the State of New York.

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Signature  
**[INSERT OFFERER NAME]**  
**[INSERT TITLE]**  
**[INSERT COMPANY NAME]**

**CORPORATE ACKNOWLEDGEMENT**

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

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20 \_\_, before me personally came: \_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that he/she/they reside(s) in \_\_\_\_\_; that he/she/they is (are) \_\_\_\_\_ (the President or other officer or director or attorney in fact duly appointed) of \_\_\_\_\_, the corporation described in and which executed the above instrument; and that he/she/they signed his/her/their name(s) thereto by authority of the board of directors of said corporation.

**Signature and Office of Person Taking Acknowledgement**

**PARTNERSHIP ACKNOWLEDGEMENT**

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

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_, before me personally came: \_\_\_\_\_ to me known, who, being by me duly sworn, did depose and say that he reside(s) in \_\_\_\_\_; that he is \_\_\_\_\_ (the General/Managing Partner or other officer or attorney in fact duly appointed) of \_\_\_\_\_, the partnership described in said instrument; that, by the terms of said partnership, he is authorized to execute the foregoing instrument on behalf of the partnership for the purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name and on behalf of said partnership as the act and deed of said partnership.

**Signature and Office of Person Taking Acknowledgement**

**INDIVIDUAL ACKNOWLEDGEMENT**

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

On the \_\_\_\_ day of \_\_\_\_\_ in the year 20 \_\_, before me personally appeared: \_\_\_\_\_, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that he resides at \_\_\_\_\_, Town of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_; and that he executed the foregoing instrument in his/her name and on his/her own behalf.

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

**Attachment G  
Questions Template**

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Vendor Name:	
Address:	
Contact Person Name:	
Telephone #:	
E-Mail Address:	

RFP Page Number	RFP Part, Section & Paragraph Reference	Question(s)

**Please submit to:** [DCJSprocurement@DCJS.ny.gov](mailto:DCJSprocurement@DCJS.ny.gov)

**APPENDIX C**

**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:

<b>Print Legal Name of Bidder</b>	
<b>Sign Name and Title of Authorized Signatory</b>	

**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 below. (If additional space is required, please attach.)**

<b>NYS Business Name</b>	<b>NYS Business Address</b>



**APPENDIX D**

**Non-Collusive Bidding Certification**

**REQUIRED BY SECTION 139-D OF THE STATE FINANCE LAW**

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

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

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

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

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

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

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

NAMES OF PARTNERS OR PRINCIPALS

LEGAL RESIDENCE

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

NAME

LEGAL RESIDENCE

\_\_\_\_\_  
President:

\_\_\_\_\_  
Secretary:

\_\_\_\_\_  
Treasurer:

**IDENTIFYING DATA:**

Potential  
Contractor

Address

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Title

**If applicable, Responsible Corporate Officer**

Name

Title

Signature

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

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

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

By \_\_\_\_\_  
Name

By \_\_\_\_\_  
Name

Title

Title

Address

Address

\_\_\_\_\_  
City

State

Zip

\_\_\_\_\_  
City

State

Zip

## APPENDIX E

### DIVISION OF CRIMINAL JUSTICE SERVICES PROCUREMENT LOBBYING GUIDELINES

#### I. INTRODUCTION

These Guidelines, which have been issued pursuant to the New York State Finance Law, apply to all Division of Criminal Justice Services' ("DCJS") procurement contracts and limit certain types of communications between Offerers and DCJS during the Restricted Period of a Governmental Procurement. During the Restricted Period, an Offerer may communicate only with the person or persons designated by DCJS to receive communications regarding such Governmental Procurement.

#### II. STATUTORY DEFINITIONS

<b>Article of Procurement</b>	A commodity, service, technology, public work, construction, revenue contract, or the purchase, sale or lease of real property or an acquisition or granting of an interest in real property that is the subject of a governmental procurement.
<b>Contact</b>	Any oral, written or electronic communication with DCJS under circumstances where a reasonable person would infer that the communication was intended to influence the governmental procurement.
<b>Governmental Entity</b>	Includes New York State agencies, public benefit corporations, public authorities of which at least one member is appointed by the Governor, both houses of the New York State Assembly and Senate, the Unified Court System, and certain Industrial Development Agencies.
<b>Governmental Procurement</b>	(i) the preparation of terms of the specifications, bid documents, requests for proposals, or evaluations criteria for a procurement contract, (ii) solicitation for a procurement contract, (iii) evaluation of a procurement contract, (iv) award, approval, denial or disapproval of a procurement contract, or (v) approval or denial of an assignment, amendment (other than amendments that are authorized and payable under the terms of the procurement contract as it was finally awarded or approved by the Comptroller, as applicable), renewal or extension of a procurement contract, or any other material change in the procurement contract resulting in a financial benefit to the Offerer.
<b>Offerer</b>	The individual or entity, or any employee agent or consultant or person acting on behalf of such individual or entity, that contacts DCJS about a <b>Governmental Procurement</b> .

## **Procurement Contract**

Any contract or other agreement for an **Article of Procurement** involving an estimated annualized expenditure in excess of \$15,000. Grants, Article Eleven-B State Finance Law Contracts, Intergovernmental Agreements, Railroad and Utility Force Accounts, Utility Relocation Project Agreements or Orders of Eminent Domain Transactions shall not be deemed **Procurement Contracts** in these Guidelines.

## **Restricted Period**

The period of time commencing with the earliest date of written notice, advertisement or solicitation of a request for proposal, invitation for bids, or solicitation of proposals, or any other method for soliciting a response from **Offerers** intending to result in a **Procurement Contract** with DCJS and, ending with the final contract award and approval by, where applicable, the Office of the State Comptroller.

### **III. EXEMPTIONS**

While an **Offerer** shall only contact the person or persons who may be contacted by **Offerers** as designated by the governmental entity relative to the government procurement during the restricted period, certain communications are exempt from these Guidelines. These include: (i) submissions in response to an invitation for bid, a request for proposal or other solicitation, (ii) submissions of written questions to a designated contact set forth in an invitation for bid, request for proposal or other solicitation, (iii) participation in a conference provided for in an invitation for bid, request for proposal or other solicitation, (iv) contract negotiations, (v) inquiries regarding the factual status of a **Procurement Contract**, and (vi) complaints and protests regarding the procurement process and outcome.

### **IV. NEW YORK STATE LEGISLATURE OR LEGISLATIVE STAFF**

Any communication received by DCJS from members of the New York State Legislature or legislative staff, when acting in their official capacity, shall not be considered a **Contact**.

### **V. VIOLATIONS**

A violation of these Guidelines occurs when there is a **Contact** during the **Restricted Period** between the **Offerer** and someone other than the person or persons designated by DCJS to receive communications for the particular **Governmental Procurement**. This includes instances where the **Offerer Contacts** DCJS regarding **Governmental Procurements** of other **Governmental Entities**.

Attempts by an **Offerer** to influence a **Governmental Procurement** in a manner that would result in a violation of the Public Officers Law or Penal Law also shall also be a violation of these Guidelines.

### **VI. PROCEDURES**

#### **A. Notifying Vendors of Procurement Lobbying Guidelines**

1. For each **Procurement Contract**, the DCJS Finance Office will designate a person or persons to receive communications from **Offerers** concerning the **Procurement Contract**.
2. The DCJS Finance Office will incorporate a summary of the policy and prohibitions regarding permissible communications during a **Governmental Procurement** in its documents relating to the **Procurement Contract** and provide a copy of these Guidelines in such documents.
3. The DCJS Finance Office shall seek written affirmation from all **Offerers** as to the **Offerer's** understanding of and agreement to comply with these Guidelines (Attachment 1)

## B. Making Determinations of Responsibility

1. Prior to award of a **Procurement Contract**, DCJS must make a responsibility determination with respect to the **Offerer** to be recommended for the award of the contract based upon, among other things, the information supplied by that **Offerer**. The **Offerer** must disclose, using the **Offerer** Disclosure of Prior Non-Responsibility Determinations Form (Attachment 2), whether it has been found non-responsible within the last four years by any **Governmental Entity** for: (1) failure to comply with State Finance Law §139-j; or (2) the intentional provision of false, inaccurate or incomplete information. This disclosure must be certified by the **Offerer** and must affirmatively state that the information supplied by the **Offerer** to DCJS is complete, true and accurate.
2. Any **Procurement Contract** award shall contain a certification by the **Offerer** that all information provided to DCJS is complete, true and accurate. Each DCJS contract shall contain a provision authorizing DCJS to terminate the contract in the event the certification is found to be intentionally false, intentionally incomplete, or intentionally inaccurate. DCJS will include in the procurement record a statement describing the basis for any action taken pursuant to such termination provision. Admissions by the **Offerer** of past findings of non-responsibility may constitute a basis for rejection of the **Offerer** by DCJS. DCJS shall include in the procurement record a statement describing the basis for any action taken pursuant to such termination provision. DCJS can award a contract to the **Offerer** despite the past findings of non-responsibility if it determines that the award of the **Procurement Contract** to the **Offerer** is necessary to protect public property or public health or safety, and that the **Offerer** is the only source capable of supplying the required **Articles of Procurement** within the necessary time frame. The basis of such a finding must be included in the procurement record of the **Procurement Contract**.

## C. Recording of Contacts

1. All DCJS employees must record any **Contact**. As defined, a **Contact** is one from any person or entity that is intended to influence procurement. However, any communication received by DCJS from members of the New York State Legislature, or the Legislative Staffs, when acting in their official capacity, shall not be recorded.
2. Upon any Contact during the restricted period, DCJS shall obtain the name, address, telephone number, place of principal employment and occupation of the person or organization making the contact and inquire and record whether the person or organization making such contact was the Offerer or was retained, employed or designated by or on behalf of the offerer to appear before or contact DCJS about the governmental procurement. Contact may be initiated by parties with an interest in the procurement that are not necessarily connected directly to the Offerer. Contact may come in the form of telephone conversations, correspondence, electronic mail and person-to-person discussions. The Record of Procurement Contact Form should be used to record Contacts. The form is available on the DCJS Intranet homepage under "Policies and Procedures," "Record of Procurement Contact." The form should be completed by the DCJS employee and e-mailed to "dcjs.sm.procurement.law" an e-mail account on the DCJS internal e-mail system. This e-mail account will send the form to both the DCJS Finance Office and the DCJS Ethics Officer.
3. The exempted communications set forth in Article III need not be reported unless a reasonable person would infer that the communications were intended to influence the procurement.
4. If a DCJS employee is in doubt about whether a communication was intended to influence the **Governmental Procurement**, he or she should record the communication on the Record of Procurement Contact Form and submit it to dcjs.sm.procurement.law for further investigation.

5. The DCJS Finance Office will be required to include all Records of Procurement Contact in the procurement record for the related **Procurement Contract**.

D. Investigation of Contacts/ Penalties for Violations

1. All reported Contacts will be immediately investigated by the DCJS Ethics Officer, or his or her designee. If the DCJS Ethics Officer finds sufficient cause to believe that an Offerer has violated these Guidelines, the Offerer will be notified in writing of the investigation and will be afforded an opportunity to respond to the alleged violation. Investigations will be completed as soon as practicable so as not to delay the progress of the Governmental Procurement.
2. If the DCJS Ethics Officer should find at the conclusion of the investigation that the Offerer knowingly and willfully made prohibited Contact in violation of these Guidelines, then the Offerer shall be disqualified as non-responsible, unless DCJS makes a finding that the award of the Procurement Contract to the Offerer is necessary to protect public property or public health or safety, and that the Offerer is the only source capable of supplying the required Article of Procurement within the necessary time frame. The basis of such a finding must be included in the procurement record of the Procurement Contract.

**Appendix F:**

**Attachment 1: Offerer's Affirmation of Understanding of and Agreement pursuant to State Finance Law §139-j (3) and §139-j (6) (b)**

**Attachment 2: Offerer Disclosure of Prior Non-Responsibility Determinations**

**Form 4: Offerer's Certification of Compliance With State Finance Law §139-k(5)**

**Attachment 1**  
**Offerer's Affirmation of Understanding of and Agreement pursuant to**  
**State Finance Law §139-j (3) and §139-j (6) (b)**

**Background:**

State Finance Law §139-j(6)(b) provides that:

Every Governmental Entity shall seek written affirmations from all Offerers as to the Offerer's understanding of and agreement to comply with the Governmental Entity's procedures relating to permissible contacts during a Governmental Procurement pursuant to subdivision three of this section.

**Instructions:**

A Governmental Entity must obtain the required affirmation of understanding and agreement to comply with procedures on procurement lobbying restrictions regarding permissible Contacts during the restricted period for a procurement contract in accordance with State Finance Law §§139-j and 139-k. This affirmation shall be obtained as early as possible in the procurement process, such as when the Offerer submits its proposal or bid.

I hereby affirm that I have read, understand and agree to comply with the Division of Criminal Justice Services' procedures related to permissible Contacts during a Governmental Procurement as required by State Finance Law §139-j (3) and §139-j (6) (b).

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

Name: \_\_\_\_\_ (Please print)

Title: \_\_\_\_\_ (Please print)

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

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

\_\_\_\_\_

\_\_\_\_\_



**Background:**

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

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether an Offerer fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Offerer that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offerer is necessary to protect public property or public health safety, and that the Offerer is the only source capable of supplying the required Article of Procurement within the necessary timeframe. See State Finance Law §§139-j (10)(b) and 139-k(3).

**Instructions:**

A Governmental Entity must include a disclosure request regarding prior non-responsibility determinations in accordance with State Finance Law §139-k in its solicitation of proposals or bid documents or specifications or contract documents, as applicable, for procurement contracts. The attached form is to be completed and submitted by the individual or entity seeking to enter into a Procurement Contract. It shall be submitted to the Governmental Entity conducting the Governmental Procurement.

As an alternative to this form, the Governmental Entity may elect to incorporate this disclosure question into its procurement questionnaire, such as the New York State Standard Vendor Responsibility Questionnaire set out at:

[NYS OGS - Procurement Bulletin Best Practices - Determining Vendor Responsibility \(state.ny.us\)](https://www.state.ny.us/procurement/bulletin/best-practices-determining-vendor-responsibility)

**Attachment 2: Offerer Disclosure of Prior Non-Responsibility Determinations**

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

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**Address:**

---

**Name and Title of Person Submitting this Form:**

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**Contract Procurement Number:**

---

**Date:**

---

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle):

No Yes

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle):

No Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle):

No Yes

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

Governmental Entity:

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Date of Finding of Non-responsibility:

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Basis of Finding of Non-Responsibility:

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(Add additional pages as necessary)

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle):

No Yes

6. If yes, please provide details below.

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

Date of Termination or Withholding of Contract:

\_\_\_\_\_

Basis of Termination or Withholding:

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

(Add additional pages as necessary)

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

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

Name: \_\_\_\_\_ (Please print)

Title: \_\_\_\_\_ (Please print)

**Form 4: Offerer's Certification of Compliance  
With State Finance Law §139-k(5)**

**Background:**

New York State Finance Law §139-k(5) requires that every Procurement Contract award subject to the provisions of State Finance Law §§139-k or 139-j shall contain a certification by the Offerer that all information provided to the procuring Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

**Instructions:**

A Governmental Entity must obtain the required certification that the information is complete, true and accurate regarding any prior findings of non-responsibility, such as non-responsibility pursuant to State Finance Law §139-j. The Offerer must agree to the certification and provide it to the procuring Governmental Entity

The Offerer/Bidder shall submit the following certification with its bid.

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: \_\_\_\_\_ (Please print)

Title: \_\_\_\_\_ (Please print)

Offerer's Name:

\_\_\_\_\_

Offerer's Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## **APPENDIX I**

### **MWBE Requirements and Equal Employment Opportunities**

#### **Contractor Responsibilities Under Executive Law Article 15-A**

In July of 1988, Article 15-A of the Executive Law was enacted by the New York State Legislature. This Article provides specific rules, regulations and procedures for minority and women-owned enterprise participation in certain State Contracts.

DCJS is required to implement the provisions of Article 15-A for all of its Contracts (1) in excess of \$25,000 for labor, services, supplies, Equipment, materials, or any combination of the foregoing and (2) for Contracts in excess of \$100,000 for real property renovation and construction. For purposes of this Contract, DCJS hereby establishes a goal of 25% for minority business enterprises (MBE) participation and 5% for women-owned business enterprises (WBE) participation.

In order to be awarded a DCJS Contract, every Bidder must comply with the requirements, rules and regulations outlined in Article 15-A.

Where it appears that a contractor cannot, after a good faith effort, comply with the M/WBE participation requirements, contractor may file a written application with DCJS requesting a partial or total waiver (M/WBE 101) of such requirements setting forth the reasons for such contractor's inability to meet any or all of the participation requirements, together with an explanation of the efforts undertaken by the contractor to obtain the required M/WBE participation.

#### **Policy and Provisions**

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 DCJS 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 DCJS 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 DCJS 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, DCJS hereby establishes an overall goal of 30% for MWBE participation, 25% for New York State certified minority-owned business enterprises (“MBE”) participation and 5% 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 DCJS 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 DCJS 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 DCJS 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>. 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.”

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 DCJS, 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 DCJS, by the tenth (10<sup>th</sup>) 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, Appendix O, to DCJS with their bid.

To ensure compliance with this Section, the selected Bidder will be required to submit with the contract an Workforce Utilization Report (Appendix J) 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: [DCJSProcurement@dcjs.ny.gov](mailto:DCJSProcurement@dcjs.ny.gov).

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.**

**APPENDIX M**  
**EO 177 Certification**

The New York State Human Rights Law, Article 15 of the Executive Law, prohibits discrimination and harassment based on age, race, creed, color, national origin, sex, pregnancy or pregnancy-related conditions, sexual orientation, gender identity, disability, marital status, familial status, domestic violence victim status, prior arrest or conviction record, military status or predisposing genetic characteristics.

The Human Rights Law may also require reasonable accommodation for persons with disabilities and pregnancy-related conditions. A reasonable accommodation is an adjustment to a job or work environment that enables a person with a disability to perform the essential functions of a job in a reasonable manner. The Human Rights Law may also require reasonable accommodation in employment on the basis of Sabbath observance or religious practices.

Generally, the Human Rights Law applies to:

- all employers of four or more people, employment agencies, labor organizations and apprenticeship training programs in all instances of discrimination or harassment;
- employers with fewer than four employees in all cases involving sexual harassment; and,
- any employer of domestic workers in cases involving sexual harassment or harassment based on gender, race, religion or national origin.

In accordance with Executive Order No. 177, the Bidder hereby certifies that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law.

Executive Order No. 177 and this certification do not affect institutional policies or practices that are protected by existing law, including but not limited to the First Amendment of the United States Constitution, Article 1, Section 3 of the New York State Constitution, and Section 296(11) of the New York State Human Rights Law.

Contractor:

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

Name:

Title:

Date: \_\_\_\_\_, 20\_\_

The Certification is to be submitted prior to contract award by all successful bidders on all Covered contracts and contract renewals.



**APPENDIX P**  
**Sexual Harassment Prevention Certification**

Pursuant to State Finance Law §139-l bidder certifies that by submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

Bidders that do not certify will not be considered for award; provided however, that if the bidder cannot make the certification, the bidder provides a signed statement with their bid detailing the reasons why the certification cannot be made.

Bidder Business Name: \_\_\_\_\_

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

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

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

**Appendix Q**  
**Certification Under Executive Order No. 16 Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia**

Executive Order No. 16 provides that “all Affected State Entities are directed to refrain from entering into any new contract or renewing any existing contract with an entity conducting business operations in Russia.” The complete text of Executive Order No. 16 can be found [here](#).

The Executive Order remains in effect while sanctions imposed by the federal government are in effect. Accordingly, Firms who may be excluded from award because of current business operations in Russia are nevertheless encouraged to respond to solicitations to preserve their contracting opportunities in case the sanctions are lifted during a solicitation or even after award in the case of some solicitations.

As defined in Executive Order No. 16, an “entity conducting business operations in Russia” means an institution or company, wherever located, conducting any commercial activity in Russia or transacting business with the Russian Government or with commercial entities headquartered in Russia or with their principal place of business in Russia in the form of contracting, sales, purchasing, investment, or any business partnership.

Is Firm an entity conducting business operations in Russia, as defined above? Please answer by checking one of the following boxes:

- 1. No, Vendor does not conduct business operations in Russia within the meaning of Executive Order No. 16.
- 2.a. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but has taken steps to wind down business operations in Russia or is in the process of winding down business operations in Russia. (Please provide a detailed description of the wind down process and a schedule for completion.)
- 2.b. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but only to the extent necessary to provide vital health and safety services within Russia or to comply with federal law, regulations, executive orders, or directives. (Please provide a detailed description of the services being provided or the relevant laws, regulations, etc.)
- 3. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16.

The undersigned certifies under penalties of perjury that they are knowledgeable about the Firm’s business and operations and that the answer provided herein is true to the best of their knowledge and belief.

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

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

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

**EXHIBIT A**  
**DCJS Contract Award Protest Procedure**

**CONTRACT AWARD PROTEST PROCEDURE  
FOR CONTRACTS AWARDED BY  
THE DIVISION OF CRIMINAL JUSTICE SERVICES**

Section 1	Applicability
Section 2	Definitions
Section 3	General Requirements
Section 4	Protest Procedure
Section 5	Appeals

**1. Applicability**

Consistent with the provisions of the Procurement Lobbying Law (State Finance Law §139-j), it is the policy of the Division of Criminal Justice Services (DCJS) to identify a sole Procurement Contact to receive all inquiries during an identified procurement period. DCJS will attempt to resolve inquiries submitted to the identified sole Procurement Contact and will advise parties initiating such inquiries of the existence of this formal protest policy should the informal process fail to resolve the matter. **Final agency determinations or recommendations for award will not be reconsidered by DCJS unless a formal written protest is timely filed according to the procedures specified below. The procedures below must be used** which set forth the procedure to be utilized when an interested party challenges a contract award by DCJS. These guidelines apply to all contract awards by DCJS, including sole source procurements, single source procurements, emergency procurements and procurements awarded after a mini-bid process.

**2. Definitions**

- (a) "Offerer" mean an individual or entity who has submitted an offer in response to a solicitation for commodities or services issued by DCJS.
- (b) "Responsive Offerer" means a Bidder or Offerer meeting all of the minimum specifications and requirements as prescribed in a solicitation for commodities or services by DCJS.
- (c) "Successful Offerer" means the responsive Bidder or Offerer which receives written notification from DCJS indicating that its bid or offer has been accepted.
- (d) "Interested party" means a participant in the procurement process and those who would be bona fide participants but whose participation in the procurement process has been foreclosed by the actions of DCJS.

- (e) "Contract award" is a written determination from DCJS to an Offerer indicating that the DCJS has accepted its bid or offer (see State Finance Law §163(10)(a)).
- (f) "Emergency" means an urgent and unexpected requirement where health and public safety or the conservation of public resources is at risk (see State Finance Law §163(1)(b)).
- (g) "Mini-bid process" is an abbreviated bid and selection process for individual agency projects utilizing a list of prequalified vendors on a back drop contract
- (h) "Back drop contract" means a contract consisting of a pool of prequalified vendors who are eligible to participate in a secondary mini-bid award process, or other specified selection process.
- (i) "Single source" means a procurement in which although two or more Offerers can supply the required commodities or services, DCJS, upon written findings setting forth the material and substantial reasons therefor, awards the contract to one Offerer over the other (see State Finance Law §163(1)(h)).
- (j) "Sole source" means a procurement in which only one Offerer is capable of supplying the required commodities or services (see, State Finance Law §163(1)(g)).
- (k) "Protest" means a written challenge to a contract award by DCJS.
- (l) "Comptroller" means the Comptroller of the State of New York, as well as his or her designee.
- (m) "Commissioner" means the Commissioner of the Division of Criminal Justice Services, an agency of the State of New York, as well as his or her designee.

### **3. General Requirements**

- (a) Any solicitation issued by DCJS with respect to a contract award subject to these guidelines, including an Invitation for Bid, a Request for Proposal, or other similar document, shall provide notice that any interested party may protest the contract award. Such notice shall indicate that a protest of a contract award is to be filed with the DCJS Deputy Commissioner of the Office of Budget and Finance at:

**Deputy Commissioner, Office of Budget and Finance  
New York State Division of Criminal Justice Services  
Alfred E. Smith Office Building, 10th Floor  
80 South Swan Street  
Albany, NY 12210**

The solicitation must include a copy of these guidelines or advise Offerers that a copy of these guidelines will be provided to the Offerer upon request.

- (b) All Offerers shall be given written notice of the contract award or of a proposed award. Any unsuccessful Offerer, upon request, must be afforded an opportunity for a debriefing at least five business days prior to the date by which any protest must be filed. Notwithstanding the foregoing, in any case where DCJS has reduced the time

period for the filing of a protest in accordance with section 4(a) of these guidelines, DCJS shall provide in the solicitation for a reasonable and appropriate method to debrief the Offerers in a timely manner. An Offerer's failure to request a debriefing in a timely fashion shall not cause an extension of the time period within which a protest must be filed.

- (c) A protest must be in writing and must contain specific factual and/or legal allegations setting forth the basis on which the protesting party challenges the contract award by the DCJS. A formal protest must include:
  - (i) a statement of all legal and/or factual grounds for disagreement with a DCJS specification or purchasing determination;
  - (ii) a description of all remedies or relief requested; and
  - (iii) copies of all applicable supporting documentation
- (d) Any interested party will be given the opportunity to participate in the protest procedure.
- (e) The DCJS Deputy Commissioner of the Office of Budget and Finance may, in his or her sole discretion, waive any deadline or requirement set forth in these guidelines, or consider any materials, submitted in writing, beyond the time periods set forth in these guidelines.
- (f) Where the DCJS Deputy Commissioner of the Office of Budget and Finance deems appropriate, the DCJS Deputy Commissioner of the Office of Budget and Finance may require the protesting party, the procuring Division of DCJS, DCJS staff involved in the procurement, the successful Offerer, or any other interested party, to address and/or submit further information with respect to additional issues raised by the DCJS Deputy Commissioner of the Office of Budget and Finance review of the procurement.
- (g) Nothing herein shall preclude the DCJS Deputy Commissioner of the Office of Budget and Finance from obtaining information relevant to the procurement from any other source, as he or she deems appropriate.

#### **4. Protest Procedure**

- (a) Any interested party may file a protest with the DCJS Deputy Commissioner of the Office of Budget and Finance within ten business days from the date of the notice by DCJS of the contract award, except that:
  - (i) any protest concerning the terms and conditions of the solicitation or other matters that would be apparent to an interested party prior to the date set in the solicitation for the receipt of bids including but not limited to matters concerning errors, omissions or prejudice in the bid specifications or documents must be filed on or before the date set in the solicitation for the receipt of bids or proposals; and
  - (ii) where DCJS determines that sufficient circumstances exist DCJS may set forth a different time period for filing protests in the solicitation.

Any filing deadlines may be waived by the DCJS Deputy Commissioner of the Office of Budget and Finance pursuant to section 3(e) of these guidelines. A formal protest must be submitted in writing to DCJS, by surface mail addressed to the DCJS Deputy Commissioner of the Office of Budget and Finance pursuant to section 3(a) above, or, where permitted in the solicitation, by facsimile or e-mail transmission. The following statement must be clearly and prominently displayed on the envelope or package or header of electronic or facsimile transmittal: "Bid Protest of DCJS Solicitation (Reference Number)".

- (b) The DCJS Deputy Commissioner of the Office of Budget and Finance shall refer any protest either to an individual employee or group of employees of DCJS, or to an independent hearing officer who is not an employee of DCJS. The decision regarding to whom the bid protests is referred shall be in the sole discretion of the DCJS Deputy Commissioner of the Office of Budget and Finance. Where the protest is referred to a DCJS employee or a group of DCJS employees, no such employee may have been actively involved in the procurement process being protested.
- (c) The DCJS Deputy Commissioner of the Office of Budget and Finance will provide a copy of any protest filed to the successful Offerer.
- (d) The DCJS Deputy Commissioner of the Office of Budget and Finance may summarily deny a protest that fails to contain specific factual or legal allegations, or raises only issues of law that have already been decided by the Courts or by the Comptroller of the State of New York.
- (e) Except where the DCJS Deputy Commissioner of the Office of Budget and Finance summarily denies the protest, the procuring Division of DCJS shall file an answer to the protest within seven business days of the filing of the protest. The answer to the protest should address all the factual and legal allegations contained in the protest. A copy of the answer filed by the procuring Division of DCJS shall be delivered to the protester and the successful Offerer. The successful Offerer may, but shall not be required to, file an answer to the protest. Any answer by the successful Offerer must be filed with the DCJS Deputy Commissioner of the Office of Budget and Finance no later than the date that the procuring Division of DCJS is required to file its answer. If the successful Offerer chooses to file an answer, it must deliver a copy of such answer to the procuring Division of DCJS and the protester, and its answer must contain an affirmation as to such delivery.
- (f) The protesting party may, but is not required to, file a reply to the answer of the procuring Division of DCJS and the successful Offerer. Such reply shall be filed with the DCJS Deputy Commissioner of the Office of Budget and Finance no later than five business days after the date that the procuring Division of DCJS answer is filed. A copy of such reply shall also be delivered to the successful Offerer, and the protester's reply must contain an affirmation as to such delivery.
- (g) Upon the DCJS Deputy Commissioner of the Office of Budget and Finance's own initiative, or upon request of any participant in the protest process, the DCJS Deputy Commissioner of the Office of Budget and Finance may in his or her sole discretion act on an expedited basis, upon written notification to the interested parties, in which

case the DCJS Deputy Commissioner of the Office of Budget and Finance will advise all participants of filing deadlines.

- (h) During the time period in which a protest may be filed, or during the resolution of a pending protest, DCJS may negotiate terms and conditions of the contract with the successful Offerer. However, a contract will not be approved by the Office of the State Comptroller Bureau of Contracts before the expiration of the time period for filing a protest, or, if a protest has been filed, before the resolution of the protest.
- (i) The person or persons designated by the DCJS Deputy Commissioner of the Office of Budget and Finance to consider the protest shall review all of the filings submitted by the parties, and the procurement record, and shall prepare a written recommendation to the DCJS Deputy Commissioner of the Office of Budget and Finance, or his or her designee, addressing all of the issues that have been raised by the protest.
- (j) The person or persons designated by the DCJS Deputy Commissioner of the Office of Budget and Finance to consider the protest shall determine whether, in addition to the review of the filings submitted by the parties and the procurement record, it is necessary to conduct a fact finding hearing. The person or persons so designated shall decide the level of formality of such a hearing.
- (k) The DCJS Deputy Commissioner of the Office of Budget and Finance, or his or her designee, may accept, modify or reject such recommendation.
- (l) In making his or her determination with regard to the protest, the DCJS Deputy Commissioner of the Office of Budget and Finance, or his or her designee, may, in his or her sole discretion, consider any additional material and relevant information from any source relating to the allegations set forth in the protest.
- (m) All parties that have participated in the protest, as well as the original successful Offerer, shall be provided with a copy of the final determination of the DCJS Deputy Commissioner of the Office of Budget and Finance, or his or her designee. The determination shall be made part of the procurement record.

## **5. Appeals**

- (a) The protest determination of the DCJS Deputy Commissioner of the Office of Budget and Finance shall be deemed a final and conclusive agency determination unless a written notice of appeal is received no more than five business days after the date the final protest decision is sent to the Offerer. Such notice of appeal must be filed in writing at the address set forth below:

**Commissioner**  
**New York State Division of Criminal Justice Services**  
**Reference: Bid Protest of DCJS Solicitation (provide procurement reference number)**  
**Alfred E. Smith Office Building, 8<sup>th</sup> Floor**  
**80 South Swan Street**  
**Albany, NY 12210**

- (b) The Commissioner shall hear and make a final written determination on all appeals within ten business days of the date the Appeal is received. The Commissioner may designate a person or persons to act on his or her behalf.
- (c) A formal protest appeal may not introduce new facts unless responding to issues newly raised as a result of the final protest determination.