



**Division of Criminal
Justice Services**

**State of New York
Andrew M. Cuomo, Governor**

**Competitive Procurement for:
Request For Proposals (RFP)
Fidelity System Consultant
NYSDCJS RFP#CJS2017-01**

CONTRACTING ENTITY	DCJS SOLE DESIGNATED CONTACT FOR INQUIRIES AND SUBMISSIONS
<p>State of New York acting by and through the Division of Criminal Justice Services (DCJS) Michael C. Green, Executive Deputy Commissioner On behalf of the State of New York, Division of Criminal Justice Services</p>	<p>Mr. Sandy Fader Assistant Director/Procurement Officer New York State Division of Criminal Justice Services Alfred E. Smith State Office Building 80 South Swan Street, 10th Floor Albany, NY 12210</p> <p>All questions regarding this RFP must be submitted via electronic mail to the designated contact for this RFP DCJSProcurement@dcjs.ny.gov</p> <p>Neither phone nor fax inquires will be accepted Responses to questions will be posted on the DCJS website.</p> <p>If you want to confirm that DCJS received your questions, please call 518- 457-6105. Please note that DCJS cannot answer substantive questions concerning this RFP in any manner other than the e-mail method.</p>

PROCUREMENT TIMELINE	
Event	Date (Time)
1. RFP release date	April 7, 2017
2. Pre-Bid Conference (optional)	April 19, 2017
3. Intent to Bid Due (optional)	April 24, 2017
4. Deadline for Submission of Bidder's Questions	April 28, 2017
5. Issuance of DCJS Response to Submitted Questions	On or About May 3, 2017
6. SUBMISSION DUE DATE	May 18, 2017 at 12 NOON
7. Anticipated Notification of Award	On or About June 14, 2017
8. Anticipated Contract Start Date	On or About September 12, 2017

DCJS reserves the right in its sole discretion to alter the schedule shown above.

Proposals submitted in response to this RFP and all questions, communications and submissions to DCJS must be written in the English language with quantities expressed using Arabic numerals. All prices should be expressed, and all payments should be made in United States Dollars (\$USD). Any proposal received that does not meet the above criteria may be rejected at the sole option of DCJS. As used in this Request for Proposals (RFP), the terms "Bidder" and, "Offerer" means any entity submitting proposals in connection with this RFP and the terms "Contractor" and "Vendor" means those who have been awarded services under this RFP.

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Fidelity System Consultant
Request for Proposals

1.0 PREAMBLE

NOTICE OF POLICY AND PROHIBITIONS ON PROCUREMENT LOBBYING AND CONTACTS

State Finance Law §139-j(6) requires that a governmental entity incorporate a summary of its policy and prohibitions regarding permissible contacts during a covered procurement. Pursuant to State Finance Law §§139-j and 139-k, this Request for Proposal (RFP) includes and imposes certain restrictions on communications between the Division of Criminal Justice Services (DCJS), a governmental entity, and a Vendor during the procurement process.

A Vendor is restricted from making contacts from the earliest notice of intent to solicit offers, including this Request for Proposal, through final award and approval of the procurement contract by DCJS and the Office of the State Comptroller (“Restricted Period”) to other than the DCJS staff member who has been designated by DCJS as the sole procurement contact and who has been identified on the cover page of this RFP. There are certain statutory exceptions set forth in State Finance Law §139-j(3)(a).

State Finance Law §139-k(4) obligates every governmental entity during the restricted period of a procurement contract to make a written record of any contacts made. The term “contact” is defined by statute and refers to those oral, written or electronic communications that a reasonable person would infer are attempts to influence the governmental procurement. DCJS is required to make a determination of the responsibility of the Vendor pursuant to State Finance Law §§139-j and 139-k. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a four (4) year period; the Vendor is debarred from obtaining governmental procurement contracts.

Additional information and guidance on the “Restricted Period” and permissible contacts can be found in the guidelines issued by the New York State Advisory Council on Procurement Lobbying, which can be found on the OGS website at:

<http://www.ogs.ny.gov/ACPL/>

Vendors must provide DCJS with a required affirmation of understanding and agreement to comply with procedures on procurement lobbying restrictions regarding contacts in the restricted period for a procurement contract in accordance with State Finance Law §§139-j and 139-k. The Vendor must agree to the certification and complete the affirmation of such agreement via the included Offerer’s Affirmation of Understanding of an Agreement pursuant to State Finance Law §139-j(3) and §139-j(6)(b) and Form 3: Offerer’s Certification of Compliance with State Finance Law §139-k(5), which are mandatory submissions.

Sole Designated Procurement and Solicitation Contact

All Vendors are required to comply with Chapter 1 of the Laws of 2005, the Procurement Lobbying Act and subsequent amendments made pursuant to Chapter 4 of the Laws of 2010. All questions regarding this RFP must be submitted via electronic mail to the DCJS Sole Designated Contact for this procurement specified on the cover page of this RFP. Pursuant to the Procurement Lobbying Law, the DCJS Sole Designated Contact for this procurement

specified on the cover page of this RFP is designated as the DCJS Solicitation Contact for this procurement. All inquiries, questions, filings and submission of proposals that are submitted to any other individual or physical address shall not be considered as official, binding, or as having been received by the State.

DCJS may at its sole option change the sole designated contact and will make notification of such a change by electronic mail to Offerers who have filed a Bid through its website. The webpage Uniform Resource Locator (URL) is provided on the cover pages of this RFP.

Prior Non-Responsibility Determination Affirmation

New York State Finance Law §139-k(2) obligates a governmental entity to obtain specific information regarding all 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). The Offerer must agree to the certification and complete the affirmation of such agreement, included in Attachment 11 Form 2: Offerer's Disclosure of Prior Non-Responsibility Determinations.

Offerer Certification of Compliance with State Finance Law §139-k(5)

In addition to any other remedy at law or equity, the Division of Criminal Justice Services reserves the right to terminate any contract in the event it is found that the certification filed by Offerer in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Governmental Entity may exercise its termination right by providing written notification to the Offerer in accordance with the written notification terms of any contract.

Public Officers Law Sections 73 and 74

The New York State Joint Commission on Public Ethics is charged with administering and enforcing the State's ethics and lobbying laws as well as the State's anti-nepotism law and laws pertaining to certain political activities and improper influence. Its mission is to insure compliance with the ethical standards that public officials and lobbyists must observe in order to ensure public trust and confidence in government. More information is available at the Commission's website at <http://www.icope.ny.gov>.

The Offerer will ensure that all of its personnel involved in the preparation and submission of the Offerer's proposal(s) have read the Public Officers Code of Ethics, Sections 73 and 74 of the Public Officers Law, and that the Offerer has advised its personnel of their obligation not to importune any violations of those sections.

For the convenience of the reader certain sections in effect as of the date of release of this RFP are reproduced below. Readers are advised to check official sources.

Public Officers Law § 73(5)

5. No statewide elected official, state officer or employee, individual whose name has been submitted by the governor to the senate for confirmation to become a state officer or employee, member of the legislature or legislative employee shall, directly or indirectly:

(a) solicit, accept or receive any gift having more than a nominal value, whether in the form of money, service, loan, travel, lodging, meals, refreshments, entertainment, discount, forbearance or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence him, or could reasonably be expected to influence him, in the performance of his official duties or was intended as a reward for any official action on his part. No person shall, directly or indirectly, offer or make any such gift to a statewide elected official, or any state officer or employee, member of the legislature or legislative employee under such circumstances.

(b) solicit, accept or receive any gift, as defined in section one-c of the Legislative Law, from any person who is prohibited from delivering such gift pursuant to section one-m of the legislative law unless under the circumstances it is not reasonable to infer that the gift was intended to influence him; or

(c) permit the solicitation, acceptance, or receipt of any gift, as defined in section one-c of the Legislative Law, from any person who is prohibited from delivering such gift pursuant to section one-m of the Legislative Law to a third party including a charitable organization, on such official's designation or recommendation or on his or her behalf, under circumstances where it is reasonable to infer that the gift was intended to influence him.

Public Officers Law §74:

Sec. 74. Code of ethics. 1. Definition. As used in this section: The term "state agency" shall mean any state department, or division, board, commission, or bureau of any state department or any public benefit corporation or public authority at least one of whose members is appointed by the governor or corporations closely affiliated with specific state agencies as defined by paragraph (d) of subdivision five of section fifty-three-a of the state finance law or their successors.

The term "legislative employee" shall mean any officer or employee of the legislature but it shall not include members of the legislature.

2. Rule with respect to conflicts of interest. No officer or employee of a state agency, member of the legislature or legislative employee should have any interest, financial or otherwise, direct or indirect, or engage in any business or transaction or professional activity or incur any obligation of any nature, which is in substantial conflict with the proper discharge of his duties in the public interest.

3. Standards.

a. No officer or employee of a state agency, member of the legislature or legislative employee should accept other employment which will impair his independence of judgment in the exercise of his official duties.

b. No officer or employee of a state agency, member of the legislature or legislative employee should accept employment or engage in any business or professional activity which will require him to disclose confidential information which he has gained by reason of his official position or authority.

c. No officer or employee of a state agency, member of the legislature or legislative employee should disclose confidential information acquired by him in the course of his official duties nor use such information to further his personal interests.

d. No officer or employee of a state agency, member of the legislature or legislative employee should use or attempt to use his or her official position to secure unwarranted privileges or exemptions for himself or herself or others, including but not limited to, the misappropriation to himself, herself or to others of the property, services or other resources of the state for private business or other compensated non-governmental purposes.

e. No officer or employee of a state agency, member of the legislature or legislative employee should engage in any transaction as representative or agent of the state with any business entity in which he has a direct or indirect financial interest that might reasonably tend to conflict with the proper discharge of his official duties.

f. An officer or employee of a state agency, member of the legislature or legislative employee should not by his conduct give reasonable basis for the impression that any person can improperly influence him or unduly enjoy his favor in the performance of his official duties, or that he is affected by the kinship, rank, position or influence of any party or person.

g. An officer or employee of a state agency should abstain from making personal investments in enterprises which he has reason to believe may be directly involved in decisions to be made by him or which will otherwise create substantial conflict between his duty in the public interest and his private interest.

h. An officer or employee of a state agency, member of the legislature or legislative employee should endeavor to pursue a course of conduct which will not raise suspicion among the public that he is likely to be engaged in acts that are in violation of his trust.

i. No officer or employee of a state agency employed on a full-time basis nor any firm or association of which such an officer or employee is a member nor corporation a substantial portion of the stock of which is owned or controlled directly or indirectly by such officer or employee, should sell goods or services to any person, firm, corporation or association which is licensed or whose rates are fixed by the state agency in which such officer or employee serves or is employed.

4. Violations. In addition to any penalty contained in any other provision of law any such officer, member or employee who shall knowingly and intentionally violate any of the provisions of this section may be fined, suspended or removed from office or employment in the manner provided by law. Any such individual who knowingly and intentionally violates the provisions of paragraph

b, c, d or i of subdivision three of this section shall be subject to a civil penalty in an amount not to exceed ten thousand dollars and the value of any gift, compensation or benefit received as a result of such violation. Any such individual who knowingly and intentionally violates the provisions of paragraph a, e or g of subdivision three of this section shall be subject to a civil penalty in an amount not to exceed the value of any gift, compensation or benefit received as a result of such violation.

Notification of Award and Opportunity for Debriefing

The successful Offerer will be advised of selection by DCJS through the issuance of a formal written correspondence indicating a proposed award. All Offerers will be notified of the selection or rejection of their proposals. Once an award has been made, Offerers may submit a written request for a debriefing as to why their proposal did not result in an award. The written request must be received by the DCJS Sole Designated Contact identified on the cover page of this RFP no later than ten (10) business days from the date of the award announcement.

DCJS Contract Award Protest Procedure

The State of New York strives to assure a fair, open and competitive process to all Vendors qualified to respond to this Procurement. In the event that any Vendor has a complaint or objection to the RFP requirements, the procurement process or any matter affecting the submission of a Vendor's Bid Proposal, the Vendor is encouraged to informally contact the DCJS Sole Designated Contact for this procurement, listed on the cover page of this RFP, immediately to resolve the matter.

If the Vendor believes that the objection affects the outcome or nature of the proposed award for this Procurement, the Vendor must follow the procedures for timely filing a formal protest set forth in the DCJS Contract Award Protest Procedures in Appendix CAPP of this RFP by the deadline set forth in the procedure. Prior to Contract award, protests which may affect the outcome or nature of the award may only be considered by the State in the context of a formal written protest filed in accordance with the procedure within this document.

Freedom of Information Law (FOIL) Requests

To request access, pursuant to the Freedom of Information Law (FOIL), to a record maintained by the Division of Criminal Justice Services, you must make your request in writing. Please be as specific as possible in describing the record(s) in which you are interested. Within five business days of the receipt of a written request, we will send a written acknowledgement that we have received the request. Please send your inquiry via mailing provider, FAX or e-mail to:

Records Access Office
NYS Division of Criminal Justice Services
Alfred E. Smith State Office Building
80 South Swan Street
Albany, NY 12210
FAX: (518) 457-2416
E-mail: foil@dcjs.ny.gov
Questions or comments: foil@dcjs.ny.gov

Procurement Record

DCJS shall maintain a Procurement Record which documents all decisions regarding the procurement process, particularly the quantification of criteria used to determine an award based on best value; or where not quantifiable, the justification which demonstrates that best value will be achieved pursuant to State Finance Law § 163(9)(g). The Procurement Record will be forwarded to the Office of the State Comptroller and as applicable to the Office of the Attorney General (Department of Law) in support of their respective evaluation activity.

Vendor Responsibility

Vendors are invited to file the required Vendor Responsibility Questionnaire online via the New York State VendRep System or may choose to complete and submit a paper questionnaire. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at www.osc.state.ny.us/vendrep or go directly to the VendRep System online at <https://portal.osc.state.ny.us>. For direct VendRep System user assistance, the OSC Help Desk may be reached at 866-370-4672 or 518-408-4672 or by e-mail at ciohelpdesk@osc.state.ny.us. Vendors opting to file a paper questionnaire can complete the Vendor Responsibility Questionnaire. Samples have been attached as Attachment 8 (Not-For-Profit, Non-Construction) and Attachment 9 (For-Profit, Non-Construction).

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 are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the contract(s) resulting from this RFP. Such partnering with New York State businesses may be as subcontractors, suppliers, protégés or other supporting roles.

To assist in demonstrating commitment to the use of New York State businesses in the performance of the contract(s), all Bidders must complete the form provided in RFP Attachment 12 (Encouraging Use of New York State Businesses in Contract Performance).

2.0 INTRODUCTION AND BACKGROUND

Community-based criminal justice programs, such as Alternatives to Incarceration(ATI) programs, are an integral part of the criminal justice system in New York State. The New York State Division of Criminal Justice Services (DCJS) funds a wide range of programs operated by local government entities and not-for-profit agencies to reduce recidivism by addressing criminogenic needs through the provision of direct services including cognitive-behavioral interventions, employment, substance abuse, mental health, and anti-social cognitions. Programs engage participants at various criminal justice processing points, including pre-trial release, during the pendency of the case and at disposition, in jail, upon community re-entry from jail or prison, and while under the community supervision of probation or parole.

In 2014, DCJS implemented a fidelity and technical assistance system to monitor and improve the quality of service delivery provided by funded ATI programs. DCJS trained staff and assessor teams to administer the University of Cincinnati's Correctional Program Checklist (CPC) assessment and to provide assistance to programs in implementing the CPC recommendations to improve alignment with the National Institute of Corrections' (NIC) Principles of Effective Intervention and related evidence-based practices. From 2015 to 2017, DCJS staff and assessors:

- Conducted CPC assessments of 45 ATI programs
- Shared written CPC reports with assessed programs, and
- Facilitated action planning sessions to assist programs as they implement recommendations made in CPC reports

The next step for DCJS is to develop a Fidelity System tailored to New York State's community corrections portfolio. DCJS will be developing a fidelity assessment tool which can be used to determine the extent to which funded programs have successfully implemented the NIC's Principles of Effective Intervention and other evidence-based practices that have been shown to reduce recidivism. Assessments will be followed with the provision of targeted technical assistance to promote continuous improvement as programs seek to implement and deliver evidence-based interventions in accordance with the NIC's Principles of Effective Intervention.

For more information about implementing evidence-based practices in community corrections, please see the National Institute of Corrections publication [The Principles of Effective Intervention](#).

DCJS has significant staff resources to support the Fidelity System. DCJS employs a full-time Fidelity Coordinator who oversees the Fidelity Initiative and monitors the work of the current assessment teams, and skilled PhD-level researchers who have conducted evaluation studies of funded programs. Program staff include dedicated "action planners" who provide technical assistance to programs following fidelity assessments. DCJS also has a dedicated training unit, which organizes trainings to advance the use of best practices in funded programs. The purpose of this RFP is to bring additional expertise to the DCJS team to help guide and shape the development of the New York State Fidelity System (see Section 3.0 for a complete description of the Scope of Work). DCJS anticipates the entirety of this contract will not exceed \$150,000.00.

3.0 SCOPE OF WORK

DCJS seeks to develop an integrated Fidelity System to monitor and assist programs that receive local assistance funding from DCJS for the provision of direct services to reduce recidivism. The Fidelity System will include tools and structure for DCJS to measure the extent to which programs have integrated the NIC's Principles of Effective Interventions into their program models and facilitate continuous improvement. The goal of the Fidelity System is to increase program alignment with evidence-based practices and principles. It is expected that increased alignment will result in reduced recidivism and improved outcomes for program participants.

Bidders must meet the eligibility requirements outlined in Section 5.0 to qualify, and will be evaluated on their ability to successfully provide consulting services for system development and ongoing technical assistance, as described in this section. The scope of work sets forth the expectations for the modes of technical assistance delivery to DCJS during the development of the New York State Fidelity System.

The Fidelity Consultant may be utilized for a variety of purposes, including, but not limited to:

1. Gathering Information Through Focus Groups and Surveys

Under the guidance of DCJS, the Contractor will:

- a) Provide professional facilitation to solicit input from direct service providers through focus groups to inform the new system and assessment tool. Three focus groups are envisioned across the state (NYC, Western NY, and Central NY)
 - i. Develop and administer follow up survey to solicit additional feedback following focus groups with provider community
 - ii. Analyze the results of the provider community survey to inform the development of the Fidelity System
- b) Conduct focus groups/interviews with DCJS program staff and assessors involved in current fidelity initiative

2. Establishing the New York State Fidelity System

Contractor will assist the DCJS Office of Justice Research and Performance (OJRP) in developing policies and procedures to guide the work for each component of the Fidelity System. Expected tasks include:

- a) Assist in the construction and implementation of a Fidelity System which reflects the needs of DCJS and includes components which:
 - i. Assess fidelity to the NIC's Principles of Effective Intervention;
 - ii. Assess fidelity to specific cognitive behavioral intervention curricula;
 - iii. Share assessment results with funded programs; and
 - iv. Guide the provision of DCJS technical assistance to funded programs in order to facilitate continuous program improvement

3. Developing the New York Fidelity Instrument

Contractor will work with DCJS staff to develop the New York Fidelity Instrument, that is expected to include components that can be applied to a wide range of program types, as described in Section 1.0. Specific tasks include assisting DCJS with the following:

- a) Developing fidelity assessment instrument by:
 - i. identifying fidelity items tied to the evidence base for inclusion in assessment checklists and structured interview questions;
 - ii. creating scoring codebooks; and
 - iii. developing procedures and protocols for assessors
- b) Pilot testing the instrument in 8-10 sites across New York State, as determined by DCJS. Pilot testing will include assistance administering the instrument, analyzing the resulting data, and making necessary changes prior to implementation.
- c) Developing a plan to validate the new fidelity instrument, including general methodology and identification of data collection needed.

4. Tailor Action Planning Process

- a) The Contractor will assist DCJS in modifying the existing action planning process (which guides the work of staff providing technical assistance to programs) to reflect the new Fidelity System.

5. Develop Initial Training for DCJS Staff

- a) The Contractor will work with DCJS to develop an initial training protocol for staff.
- b) The Contractor will deliver initial training(s) to DCJS staff.

6. Ongoing Technical Assistance Provision

Following initial implementation of the instrument, the Contractor will provide support and assistance to ensure ongoing fidelity to system components.

4.0 ANTICIPATED AWARD DETAILS

4.1 AWARD AMOUNT

A maximum of one contract will result from this procurement. DCJS anticipates the entirety of this contract will not exceed \$150,000.00. DCJS reserves the right to award none, all, or part of this bid. There is no implied guarantee of a minimum amount of consulting services to be utilized under the contractual agreement.

4.2 CONTRACT AND ANTICIPATED HOURS

A maximum of one contract will result from this procurement. DCJS expects approximately 1,000 hours will be needed to complete the work outlined in the Scope of Work (Section 3.0). There is no implied guarantee of a minimum amount of consulting services to be utilized under the contractual agreement. The intent of this procurement is to result in the award of a contract which shall commence upon final approval from the Office of the Attorney General (AG) and Office of the State

Comptroller (OSC) and shall continue in effect for a term up to 18 months, with the possibility of a one (1) year no-cost extension at the discretion of DCJS.

4.3 TRAVEL AND SUSTENANCE

Technical assistance throughout the contract period will be provided on-site at DCJS offices in Albany, NY, off-site for regional focus groups, and remotely through phone calls and video conferences. DCJS will work with the Contractor to determine the timing and duration of all on-site services provided. Reasonable travel must be pre-approved in advance by DCJS' Deputy Commissioner of OJRP. All travel costs, including but not limited to transportation, lodging and per diem, will be paid separately and should not be included in the bid rates.

5.0 ELIGIBILITY REQUIREMENTS

Only Bidders who meet the following **Mandatory Qualifications** outlined in this section may submit a proposal in response to this RFP. If the Bidder is an organization, the Bidder must identify one staff person who meets the following **Mandatory Qualifications** who will assume the role of Project Lead. Please provide clear documentation which demonstrates that the proposed Project Lead meets these mandatory qualifications, including a resume and any other supporting documents.

Note: Project Lead may elect to utilize a Project Assistant to help with up to 30% of projected hours of substantive work, as outlined in Section 3.0. Project Lead assumes responsibility for all tasks associated with the project. The qualifications of the Project Assistant will not be considered in the technical scoring process; however, Vendors electing to use a Project Assistant must estimate the anticipated hours and hourly rate in Attachment 5. DCJS will request the resume of any proposed Project Assistant for approval prior to beginning work on the project, as applicable.

Proposed Project Lead must have:

- a) A graduate degree in criminal justice or a related field, including human services, sociology, psychology, social work, or another closely related field.
- b) At least ten (10) years of experience working to advance the use of evidence-based interventions with justice-involved individuals.
- c) Experience providing technical assistance to government or private organizations to increase the use of, or fidelity to, the NIC's Principles of Effective Intervention for programs working with justice-involved individuals and must have provided such for a minimum of three (3) years, within the last ten (10) years from the date of issuance of this RFP. For the purpose of this bid, a government client means a recognized political subdivision such as a state, province, city, county, town or agency of the United States.

Response Requirement – Project Lead

1. Bidder must complete **Attachment 2 (Firm Information)** and **Attachment 3 (Mandatory Technical Requirements Response Form)**.

2. Bidder must submit the resume of the individual who will serve as the Project Lead and supporting documentation to show that individual meets all Mandatory Qualifying Technical Requirements
3. Bidder must submit a minimum of 3 professional references who will support and verify the proposed Project Lead's qualifications and experience delineated in the Attachment 4 response. Bidder should ensure that references provided can attest to the specific fidelity services described in the Scope of Work (Section 3.0). Bidders must complete **Attachment 17 (Project Lead References)**. DCJS will contact references of the proposed Project Lead from the top scoring Bidder prior to final award determination. In the event that any of the 3 references provided are unsatisfactory, DCJS will contact references for the proposed Project Lead of the next highest Bidder to make a final award determination.

***Note:** The Bidder is solely responsible for providing references who are readily available to be contacted by DCJS and will respond to reference questions. If DCJS is unable to contact any of the three (3) primary references, DCJS reserves the right to contact any of the optional secondary references. In the event DCJS is unable to contact three (3) references, the Bidder will be provided **one** opportunity, with a deadline, to assist in obtaining cooperation from those references who have not responded.*

5.1 Bidder Must Be Authorized to Do Business In New York State

1. The Bidder shall represent and warrant that it is duly organized, validly existing, and authorized to do business in the State of New York.
2. The Bidder shall 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. For details concerning this requirement, refer to:
http://www.dos.ny.gov/cnsl/do_bus.html

To register with the Secretary of State, contact:
<https://www.dos.ny.gov/about/corps-licensing.html>

Bidder/Contractor shall notify DCJS in advance in the event that there is any proposed future change in their business status.

Response Requirement

Bidder must complete **Attachment 2 (Firm Information) and Attachment 3 (Mandatory Technical Requirements Form)**

6.0 TECHNICAL REQUIREMENTS

It is preferable that the proposed Project Lead have education and direct experience to equip them to provide the high quality technical assistance required by this RFP. Proposals

will be scored based on a weighted scoring system. DCJS will evaluate and award points on the depth and breadth of the proposed Project Lead's experience and expertise, as evidenced by the formal replies in Attachment 4, which covers topics such as:

- Experience in the criminal justice research and policy field;
- Experience conducting focus groups, pilot testing, designing and analyzing survey data, and conducting research and/or validation studies;
- Experience implementing evidence-based program components to assist direct service programs in reducing recidivism for program participants;
- Familiarity with and/or experience using actuarial risk/needs/responsivity assessment instruments to inform case planning;
- Certification and experience delivering cognitive behavioral group interventions, such as Thinking for a Change; and
- Experience developing and/or working within a fidelity system to assess alignment with evidence-based practices and/or curricula, provide structured feedback to assessed programs, and provide ongoing assistance to assessed programs as they develop and implement a plan for improvement;

Response Requirement

The Bidder must complete **Attachment 4 (Technical Requirements and Proposal)**

7.0 PRE-BID ACTIVITIES

Please see the Official Procurement Timeline on the Cover Page for a list of all events and due dates associated with this RFP. The following Sections provide additional details on optional components of this RFP timeline:

7.1 Optional Pre-Bid Webinar

A Bidders Webinar will be conducted on date provided in Official Procurement Timeline. See Appendix BC: Bidders' Conference/Webinar Information for more details. DCJS strongly suggests that bidders submit questions prior to the bidder's pre-bid webinar.

7.2 Optional Notice of Intent to Bid

Letters of Intent to Respond are Requested – See Appendix IB: Intent to Bid. This notice should be submitted to DCJS by the date provided in the Calendar of Events to DCJSProcurement@dcjs.ny.gov

7.3 Submit Questions to DCJS

Questions relating to the content of this RFP shall be directed, in writing by e-mail to the **DCJS Sole Designated Contact for Inquiries and Submissions** at the e-mail address identified on the cover page of this RFP. Only those questions received prior to the deadline shown above will be accepted. Questions received prior to the Bidders' Conference may be answered during the conference. Each question shall cite the particular RFP section and paragraph number to which it refers. Offerers are advised that submissions to DCJS including, but not limited to, written questions become part of the procurement record. Bidders should use **Attachment 1 (Questions Template)** to submit all written questions. DCJS strongly suggests that bidders submit questions prior to the bidder's pre-bid webinar.

In the event Offerers experience any technical issues, such as e-mail submission communication issues, including any questions submitted before the deadline which were not addressed in DCJS' Official Response to Questions, please contact the Office of Financial Services at (518) 457-6105. Please be aware that the staff who answer the phone will not have any knowledge about the content of this RFP, and any assistance they can provide will be limited to resolving any reported technical issues. Please note that DCJS cannot answer substantive questions concerning this RFP in any manner other than the e-mail method described above.

7.4 DCJS Official Response to Questions

Bidders' questions and DCJS' responses, as well as updates and/or modifications, will be posted to the DCJS website, as directed by the timeline on the cover page.

<http://www.criminaljustice.ny.gov/pio/Vendor/business.html#solicitations>

Vendors are responsible for checking the website on a regular basis to ascertain whether any new information or notices have been posted. Vendors should contact the DCJS Sole Designated Contact if they experience problems accessing the website.

8.0 PROPOSAL ORGANIZATION AND SUBMISSION

Bidders must submit a response in conformance with the format, content and administrative requirements set forth in this RFP. Bidders are advised to use the content checklists (provided in this section) as a reference when preparing their proposals. The proposal shall be organized into the following parts:

8.1 Organization of Proposal

To facilitate the evaluation process, the Bidder must organize its proposal into two distinct volumes. Bidders are advised to use these checklists as a reference when preparing their proposals.

- Volume One – Technical Proposal
- Volume Two – Administrative/Financial Proposal

Volume One – Technical Proposal Format

Volume One should contain a table of contents with page numbers and each section should be tabbed as follows and include the below referenced documents properly completed, signed and notarized, where appropriate:

	<u>Attachment #</u>	<u>Attachment Description</u>
Tab 1	Attachment 2	Bidder Information
Tab 2	Attachment 3	Mandatory Technical Requirements Response Form
Tab 3	Resume	Resume of proposed Project Lead
Tab 4	Attachment 4	Technical Requirements and Proposal

Volume Two –Administrative/Financial Proposal Format

Volume Two should contain a table of contents with page numbers and each section should be tabbed as follows (Tab 1 and 2) and include the below referenced documents properly completed, signed and notarized, where appropriate.

• Tab 1 Administrative Requirements

<u>Attachment #</u>	<u>Attachment Description</u>	<u>Signatures Required</u>
Attachment 5	Financial/Administrative Proposal	
Attachment 6	DCJS Non-Disclosure Agreement	Signed and Notarized
Attachment 7	Formal Offer Letter	Signed and Notarized
Attachment 8 or 9	Vendor Responsibility Questionnaire (may be filed online via the New York State VendRep System)	Signed and Notarized
Attachment 10	Non-Collusive Bidding Certification	Signed
Attachment 11	Procurement Lobbying Forms	Signed
	o Form 1	
	o Form 2	
	o Form 3	
Attachment 12	Encouraging Use of New York State Businesses in Contract Performance	No signature required
Attachment 13	Tax Law 5A Form ST-220-CA	Signed and Notarized
Attachment 14	Contractor and Consultant Disclosure Forms	Signed; Please note that the Addendum must be Signed and Notarized.
	o Form A	
	o Addendum Acknowledging Form B	
	o Form B	
Attachment 15	MWBE Forms	Signed and Notarized
	o MWBE and EEO Policy Statement	
	o MWBE Utilization Plan	
	o MWBE Staffing Plan	
Attachment 16	Use of Service-Disabled Veteran- Owned Business Enterprise in Contract Performance	No signature required
Attachment 17	Project Lead’s References	No signature required
Others, If Necessary	Offerer’s Proposed Extraneous Terms, if any	
	Offerer’s request for Exemption from Disclosure, if any	

8.2 Submission of Proposals

The Bidder must submit five (5) bound and tabbed paper copies of the Technical Proposal, one (1) must contain original notarized signatures and be marked “ORIGINAL” and five (5) bound paper copies of the Financial/Administrative Proposal, one (1) marked “ORIGINAL”. Each part shall be bound in and packaged in separate, sealed envelopes/containers, and clearly identified as to the contents.

To facilitate requests under the Freedom of Information Law, one (1) electronic copy of each submission shall also be submitted on a PC Compatible flash-drive saved as Microsoft Word documents or Microsoft Excel spreadsheets. The electronic copy of

the response forms must be submitted in the Microsoft Word or Microsoft Excel, as appropriate, format provided by DCJS. A single flash-drive may be submitted for the Technical and Financial/Administrative Proposals. In the event of a discrepancy, the "ORIGINAL" hard copy shall govern.

All proposals must be received by DCJS no later than the date and time listed in the Official Procurement Timeline on the cover page. Proposals received after this time will be returned unopened. All bids are to be packaged, sealed, and mailed to the following:

Mr. Sanford Fader
Assistant Director, Financial Administration
New York State Division of Criminal Justice Services
Alfred E. Smith State Office Building
80 South Swan Street, 10th Floor
Albany, NY 12210

ATTN: NYSDCJS RFP# CJS2017-01 Bid Submission
DO NOT OPEN UNTIL MAY 18, 2017 at 12 NOON
Label: "Administrative/Financial Proposal" or "Technical Proposal" (as applicable)

In the event that a package is not labeled properly as described in this section, the Division reserves the right to inspect the contents of the package(s) to determine the contents. The Bidder shall have no claim against the Division arising from such inspection and such inspection shall not affect the validity of the procurement. Notwithstanding, the Division's right to inspect the contents of the package(s), the Bidder assumes all risk of late delivery associated with the bid not being identified, packaged or labeled in accordance with the foregoing requirements.

Faxed or electronically transmitted proposals will not be accepted. Proposals received by the State after the proposal due date and time will be rejected.

9.0 Evaluation and Scoring Method

Pursuant to Article XI of the New York State Finance Law, the basis for this contract Award is best value. A best value optimizes quality, cost and efficiency among responsive and responsible Bidders and is consistent with the best interests of the State of New York.

The Division evaluates proposals for goods and services in an objective, comprehensive manner designed to benefit both the State and participating Bidders. Throughout this process, the Division identifies Contractors who will best meet our needs and will be cost effective. The Division further intends that all proposals will be evaluated uniformly and consistently, ensuring Bidders an equal opportunity to be considered.

The State reserves the right to verify information presented in the proposal through the clarification process as well as interviews with key staff, including technical reference checks. The State reserves the right to reduce technical scores or to disqualify, as non-responsive, any firm based upon information brought to the attention of the State through such interviews or clarification process.

9.1 Proposal Clarification

The Division reserves the right to require a Bidder to provide clarification and validation of its proposal through any means the Division deems necessary. Failure of a Bidder to cooperate with the Division's effort to clarify or validate proposal information may result in the proposal being labeled as non-responsive and given no further consideration.

9.2 PROPOSAL EVALUATION COMMITTEE

Bid proposals will be evaluated by an Evaluation Committee composed of DCJS staff. DCJS will evaluate Bidders' Proposals in accordance with the evaluation methods, procedures, and criteria as set forth below. Pursuant to Article 11 of the State Finance Law, the basis for award shall be on a "Best Value" basis. As defined in New York State Finance Law, Article 11, "Best Value" means the basis for awarding contracts to a responsible and responsive Bidder whose offer optimizes quality, cost, and efficiency, and that is consistent with the best interests of the State of New York. Award shall be based on the objective and quantifiable analysis as described herein, with 20 percent (20%) of the overall award based on the Bidder's Financial/Administrative Proposal and 80 percent (80%) of the overall award based on the Bidder's Technical Proposal. DCJS evaluates Proposals for goods and services in an objective, comprehensive manner designed to benefit both the State and participating Bidders. Through this process, DCJS identifies Vendors who will best meet its needs in a cost-effective manner. DCJS intends that all Proposals will be evaluated uniformly and consistently, providing Bidders an equal opportunity to be considered.

Phase 1: Mandatory Requirements (Pass/Fail Screening)

- Each proposal will be screened on a pass/fail basis for timeliness, completeness and conformance to the submission requirements stated in Section 8.0 – Submission Information and Deadline. Proposals that do not pass this 1st Phase Pass/Fail Screening will be deemed non-responsive and removed from further consideration. Minor omissions deemed not critical may be corrected at the sole discretion of the state.
- Qualifying information is information that must be provided or criteria that must be met in order for a proposal to be advanced to Phase 2 of the review process. Any proposal that does not meet all of the criteria outlined in Section 5.0 will be disqualified from further review. Minor omissions deemed not critical may be corrected at the sole discretion of the state.

Those Bidders who pass the Mandatory Requirements screening will proceed to the 2nd and 3rd phase of the evaluation.

Phase 2: Evaluation of Technical Skills (80% of Overall Score)

The Technical Response will be evaluated based on relevant experience and responses to questions in Attachment 4 (Technical Requirements and Proposal).

Phase 3: Financial/Administrative Proposal Evaluation (20% of Overall Score)

DCJS shall score the financial/administrative proposal as follows:

The Bidder with the lowest overall cost will be awarded 20 points. All others will be calculated = (lowest cost/your cost) x 20.

Phase 4: Final Proposal Ranking

Scores from the Bidders Technical Proposal and Financial/Administrative Proposal will be combined for a final score. The maximum score that can be obtained is 100 points.

A contract will be awarded to the Bidder with the highest score. In the event two proposals are found to be substantially equivalent, price shall be the basis for determining the award recipient or, when price and other factors are found to be substantially equivalent, the determination of the agency head or designee to award a contract to a Bidder shall be final. The basis for determining the award shall be documented in the Procurement Record.

10.0 FINANCIAL REQUIREMENTS

Payment for services rendered by the Project Lead and Project Assistant will be based on the hourly rate accepted at the time of contract execution. Project Lead will be required to submit one weekly time sheet to include all project staff, signed by the Project Lead, and his/her supervisor as applicable, accounting for all hours worked. The submitted invoice must indicate the time period and number of hours, and must reconcile with reported time sheets submitted to DCJS. The Deputy Commissioner of OJRP or his/her designee must verify and approve all submitted timesheets prior to payment. The Contractor will be paid monthly, upon receipt and approval of a proper invoice in accordance with the New York State Finance Law.

DCJS intends to compensate the successful Bidder for their services by paying an hourly rate for their services. In response to this RFP, the Bidder must provide an hourly rate for the proposed Project Lead and (optional) Project Assistant, as well as a total cost based on the anticipated hours to complete the scope of work as described in Sections 3.0 and 4.0. All pricing is inclusive of all auxiliary costs. Contractors are responsible to provide their own administrative or secretarial support – the State will not provide any such support or associated materials.

While the Division shall not provide compensation for time spent in travel, it shall provide the successful Bidder with a per diem to reimburse for reasonable travel, meals, and lodging expenses in accordance with the State travel rates allowed by the Office of the State Comptroller in its Travel Manual. All travel must be pre-approved in advance by DCJS' Deputy Commissioner of OJRP. Please see Section 4.2 for more details on reimbursement related to travel, meals, and lodging.

Response Requirement

Bidders must submit a completed **Attachment 5 (Financial/Administrative Proposal)**.

11.0 ADMINISTRATIVE REQUIREMENTS

Bidders must provide the following administrative information in response to this RFP.

11.1 FORMAL OFFER LETTER

A formal offer letter must be included in the proposal and must be signed by an official authorized to bind the Bidder to its provisions.

Response Requirement

Each Offerer must submit a formal offer in the form of a Formal Offer Letter as set forth in **Attachment 7 (Formal Offer Letter)**. The formal offer must be signed and executed by an individual with the capacity and legal authority to bind the Offerer in its offer to the State. The Offerer must accept all of the terms and conditions set forth in this RFP, including all amendments, appendices and attachments, and must agree to enter a contractual agreement established by DCJS.

The Formal Offer Letter must include a statement affirming that the Bid Proposal is firm and binding for a minimum period of one (1) year from the Bid Proposal Due date, or until such time as a Contract resulting from this RFP is approved by the AG and OSC.

Each Offerer's Formal Offer Letter must include a Conflict of Interest Disclosure, in the form set forth in Attachment 7, stating that the Offerer knows of no factors existing at time of bid submission or which are anticipated to arise thereafter, which would constitute a potential conflict of interest in successfully meeting the contractual obligations set forth herein, including but not limited to:

1. No potential for conflict of interest on the part of the Offerer 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 RFP relative to the timeframe for service delivery, or personnel or financial resource commitments of Offerer to other projects.

The formal offer letter submitted must also include:

- the complete name and address of the Bidder;
- the name, address, phone number and e-mail address of the Bidder's Contract Administrator; and
- any restrictions under which the Bidder's primary negotiators will operate during contract negotiations.

Offerers must also complete and submit the Vendor Responsibility affirmation provided on Attachment 7 (Formal Offer Letter).

11.2 VENDOR RESPONSIBILITY QUESTIONNAIRE

Section 163(4)(d) of the State Finance Law requires that service contracts shall be awarded on the basis of best value to a responsive and responsible Offerer. Upon identification of the Bidder(s) with the highest score, the Bidder(s) Responsibility Questionnaire will be analyzed to ensure that the Bidder(s) is responsible. Either DCJS or the Office of the State Comptroller may seek additional information from an Offerer to support this evaluation. In the event that a Bidder is found to be not responsible, the Bidder may be disqualified.

Response Requirement

Each Bidder must complete and submit the **NYS Standard Vendor Responsibility Questionnaire**. This can be completed either online (as described below) or by using either **Attachment 8 (Not-For-Profit)** or **Attachment 9 (For-Profit Business Entity)**. **For vendors who have chosen to file the questionnaire online, please print the certification page only, which shows that the form was electronically filed and certified. This document must be included as the response for Attachment 8 or 9 as appropriate.**

Vendors are invited to file the required Vendor Responsibility Questionnaire online via the New York State VendRep System maintained by the Office of the State Comptroller (OSC). To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at <http://www.osc.state.ny.us/vendrep> or go directly to the VendRep System online at <https://portal.osc.state.ny.us>. For direct VendRep System user assistance, the OSC Help Desk may be reached at 866-370-4672 or 518-408-4672 or by e-mail at helpdesk@osc.state.ny.us.

Vendors opting to file a paper questionnaire may also download the appropriate questionnaire from the VendRep website <http://www.osc.state.ny.us/vendrep>.

11.3 NON-COLLUSIVE BIDDING PRACTICES CERTIFICATION

A bid shall not be considered for award nor shall any award be made where the conditions of the Non-Collusive Bidding Certification have not been complied with; provided, however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where the above conditions have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the State, public department or agency to which the bid is made, or his designee, determine that such disclosure was not made for the purpose of restricting competition (Section 139-d of the State Finance Law).

Response Requirement

The Bidder is responsible for reading, signing and submitting **Attachment 10 (Non-Collusive Bidding Certification)**.

11.4 CONSULTANT DISCLOSURE

Consultant Disclosure Law – State Finance Law §163(4)(g) requires the selected Contractor to complete and submit an initial planned employment data report and an annual employment report regarding the number of persons employed to provide services under the contract, the number of hours worked and the amount paid to the Contractor by the State. It includes all employees providing services. See **Attachment 14 (Contractor and Consultant Disclosure Forms)**.

Attachment 14, Form A – Contractor’s Planned Employment Form must be submitted as part of any winning Offerer’s bid response before it can be submitted to the Office of the State Comptroller for approval.

Attachment 14, Form B – Contractor’s Annual Employment Report. Offerer agrees to annually submit Form B each year that the contract is in effect and will detail employment data for the most recent concluded State fiscal year (April 1 – March 31). Instructions for these forms follow. Form B must be submitted by May 15th of each year to the NYS Division of Criminal Justice Services, the NYS Office of the State Comptroller and the NYS Department of Civil Service. Under the timeline schedule provided herein, the first Form B must be submitted by May 15, 2018. The Offerer agrees to simultaneously report such information to the NYS Division of Criminal Justice Services, the NYS Office of the State Comptroller and the NYS Department of Civil Service as designated below:

NYS Division of Criminal Justice Services

Attn: Office of Financial Services
Alfred E. Smith Office Building, 10th Floor
80 South Swan Street
Albany, NY 12210

NYS Office of the State Comptroller

Bureau of Contracts
Attn: Consultant Reporting
Bureau of Contracts
110 State Street, 11th Floor
Albany, NY 12236

NYS Department of Civil Service

Attn: Consultant Reporting
Swan Street Building #1
Albany, NY 12239

Response Requirement

The Bidder is responsible for submitting a completed **Attachment 14-Form A: Contractor’s Planned Employment From Contract Start Date Through The End Of The Contract Term** and **Attachment 14-Form B: New York State Consultant Services Contractor’s Annual Employment Report**. The Bidder is also responsible for reading, signing and submitting **Attachment 14-Addendum Acknowledging Form B** agreement to comply with the annual Form B reporting requirement pursuant to State Finance Law §163(4)(g). Each Bidder’s **Attachment 14-Addendum Acknowledging Form B** must be properly completed, signed by the Contractor’s authorized representative and notarized.

11.5 PROCUREMENT LOBBYING LAWS

Pursuant to State Finance Law §§139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between DCJS and an Offerer/Bidder during the procurement process. An Offerer/Bidder is restricted from making contacts from the earliest notice of intent to solicit offers/bids through final

award and approval of the Procurement Contract by DCJS and, if applicable, the Office of the State Comptroller (“restricted period”) to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j (3) (a). Designated staff, as of the date hereof, is identified on the first page of this solicitation. DCJS employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offerer/Bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a four-year period, the Offerer/Bidder may be debarred from obtaining New York State Procurement Contracts.

1. Offerer Disclosure of Prior Non-Responsibility Determinations

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).

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.

Response Requirement

The Bidder is responsible for the completion and submission of **Attachment 11 Form 2 (Offerer’s Disclosure of Prior Non Responsibility Determinations)**.

2. Offerer's Certification of Compliance with State Finance Law 139-k(5)

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

In addition to any other remedy at law or equity, the Division of Criminal Justice Services reserves the right to terminate this contract in the event it is found that the certification filed by the Offerer in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Governmental Entity may exercise its termination right by providing written notification to the Offerer in accordance with the written notification terms of this contract.

Response Requirement

The Bidder is responsible for the completion and submission of **Attachment 11 Forms 1 and 3**

11.6 ENCOURAGING USE OF NEW YORK STATE BUSINESSES IN CONTRACT PERFORMANCE

New York State businesses have 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, applicants for this solicitation are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the Contract resulting from this RFP.

To assist in demonstrating commitment to the use of New York State businesses in the performance of the Contract, all applicants must complete the form provided in RFP identified as Attachment 12 (Encouraging Use of New York State Businesses in Contract Performance) and submit the completed form as an attachment to their proposal. There are no points attributable to this component of the submission.

Response Requirement

The Bidder is responsible for the completion and submission of **Attachment 12, Encouraging Use of New York State Businesses in Contract Performance**

11.7 MINORITY AND WOMEN-OWNED BUSINESS REQUIREMENTS AND EQUAL-EMPLOYMENT OPPORTUNITIES

Pursuant to Appendix MWBE, Bidders are expected to meet certain requirements 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.

Response Requirement

The Bidder is responsible for the completion and submission of **Attachment 15, Form 1 (M/WBE and EEO Policy Statement), Attachment 15, Form 2 (M/WBE Utilization Plan), and Attachment 15, Form 3 (Staffing Plan)**

11.8 NEW YORK STATE WORKER'S COMPENSATION LAW

Workers' Compensation Requirements:

Sections §57 and §220(8) of the Workers' Compensation Law require the heads of all municipal and State entities to ensure that businesses applying for permits, licenses or contracts have appropriate workers' compensation and disability benefits insurance coverage. Contractor hereby acknowledges and agrees to be bound by the terms of the New York Workers' Compensation Law.

To comply with the coverage provisions of the Workers' Compensation Law, businesses must either:

A) be legally exempt from obtaining workers' compensation insurance coverage;
OR

B) obtain such coverage from insurance carriers; **OR**

C) be a Board-approved self-insured employer or participate in an authorized group self-insurance plan.

THE WINNING BIDDER WILL BE REQUIRED TO PROVIDE of the following forms to the DCJS prior to execution of the Contract. DCJS cannot submit the Contract to the Office of the State Comptroller for review and approval without one of the following:

- [Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage \(CE-200\)](#) *Note: Form CE-200 can be filled out electronically on the Workers' Compensation Board's website under the heading "Forms." Applicants filing electronically are able to print a finished Form CE-200 immediately upon completion of the electronic application. Applicants without access to a computer may obtain a paper application for the CE-200 by writing or visiting the Customer Service Center at any District Office of the Workers' Compensation Board;* or
- [Certificate of Workers' Compensation Insurance \(C-105.2\)](#) (the business' insurance carrier will send this form to the government entity upon request) Please Note: The State Insurance Fund provides its own version of this form, the U-26.3; or
- [Certificate of Worker's Compensation Self-Insurance \(SI-12\)](#) (the business calls the Board's Self- Insurance Office at 518-402-0247); or
- [Certificate of Group Worker's Compensation Self-Insurance \(GSI-105.2\)](#) (the business' Group Self- Insurance Administrator will send this form to the government entity upon Form CE-200, Certificate of Attestation of

Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage;

Disability Benefits Requirements:

To comply with the coverage provisions of the Disability Benefits Law, businesses must:

- A) be legally exempt from obtaining disability benefits insurance coverage; or
- B) obtain such coverage from insurance carriers; or
- C) be self-insured.

To verify your compliance with the above, the State must receive one of the following properly executed Workers' Compensation Board forms from the Contractor, the Contractor's insurance carrier or the Workers' Compensation Board, depending on which form is appropriate:

- [Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage \(CE-200\)](#); or
- [Certificate of NYS Disability Benefits Insurance \(DB-120.1\)](#) (the business' disability benefits carrier will send this form to the government entity upon request); or
- [Certificate of NYS Disability Benefits Self-Insurance. \(DB-155\)](#) (businesses that are self-insured in NYS for disability benefits insurance should call the Workers' Compensation Board's Self-Insurance Office at (518) 402-0247 to obtain this form.)

DCJS will coordinate with the winning Offerer to obtain the above-mentioned documentation.

11.9 TAX LAW 5-A AMENDED APRIL 26, 2006

Section 5-a of the Tax Law, as amended, effective April 26, 2006, requires certain Contractors awarded state contracts for commodities, services and technology valued at more than \$100,000 to certify to the Department of Taxation and Finance (DTF) that they are registered to collect New York State and local sales and compensating use taxes. The law applies to contracts where the total amount of such Contractors' sales delivered into New York State are in excess of \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made, and with respect to any affiliates and subcontractors whose sales delivered into New York State exceeded \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made.

This law imposes upon certain Contractors the obligation to certify whether or not the Contractor, its affiliates, and its subcontractors are required to register to collect state sales and compensating use tax and Contractors must certify to DTF that each affiliate and subcontractor exceeding such sales threshold is registered

with DTF to collect New York State and local sales and compensating use taxes. The law prohibits the State Comptroller, or other approving agency, from approving a contract awarded to a Contractor meeting the registration requirements but who is not so registered in accordance with the law.

Contractor certification forms and instructions for completing the forms are attached to this bid as **Attachment 13 (Contractor Certifications Pursuant to Section 5A of Tax Law)**.

Attachment 13, Form ST-220-TD must be filed with and returned directly to DTF and is not required as a submission requirement for this solicitation response. Unless the information upon which the ST-220-TD is based changes, this form only needs to be filed once with DTF. If the information changes for the Contractor, its affiliate(s), or its subcontractor(s), a new Form No. ST-220-TD must be filed with DTF.

Attachment 13, Form ST-220-CA must be filed and submitted to DCJS as the procuring covered agency certifying that the Contractor filed the ST-220-TD with DTF. Failure to make either of these filings may render a Vendor non-responsive and non-responsible. Vendors shall take the necessary steps to provide properly certified forms with the bid response to ensure compliance with the law. The winning Offerer must complete the **Attachment 13, Form ST-220-CA**. Additionally, Winning Offerer's must complete **Attachment 13, Form ST-220-TD** and submit the completed certification directly to the NYS Department of Taxation and Finance.

Vendors may call DTF at **1-800-698-2909** for any and all questions relating to Section 5-a of the Tax Law and relating to a company's registration status with the DTF. For additional information and frequently asked questions, please refer to the DTF web site: <http://www.tax.ny.gov>

Response Requirement

Submit Attachment 13, Form ST-220-CA

11.10 NON-DISCLOSURE AGREEMENTS

DCJS requires the winning Offerer to complete Non-Disclosure Agreements.

Response Requirement

Attachment 6 (DCJS Non-Disclosure Agreement)

11.11 OFFERER PROPOSED EXTRANEIOUS TERMS

New York State Law prohibits the State from awarding a contract based upon material deviations from the specifications, terms, and conditions set forth in this RFP. Therefore, extraneous terms and conditions are proposed solely at the Bidder's risk as they may be deemed material deviations by the State and may render the Proposal non-responsive, resulting in its rejection.

Response Requirement

Proposed additional, supplemental, “or equal,” or alternative terms (Extraneous Term(s)) shall be included in Bidder’s proposal and may only be considered by the State to the extent that such Extraneous Term(s) constitute non-material deviations from the requirements set forth in the RFP. If the Bidder proposes to include Extraneous Terms in its official Proposal, the Bidder shall meet all of the following requirements:

1. Each proposed Extraneous Term shall be specifically enumerated in a separate section of the applicable submission (Administrative/Financial or Technical) labeled “Additional/Extraneous Terms”;
2. The “Extraneous Terms” section shall be prepared by the Bidder and may not include any pre-printed literature or Vendor forms;
3. The writing shall identify by part, section, and title the particular RFP requirement (if any) affected by the Extraneous Term; and
4. The Bidder shall specify the proposed Extraneous Term and the reasons therefore.
5. Only those terms meeting the above requirements (1) through (5) shall be considered as having been submitted as part of the formal offer.

Extraneous Term(s) submitted on standard, pre-printed forms (including, but not limited to: product literature, order forms, manufacturer’s license agreements, standard contracts, or other preprinted documents) that are physically attached or summarily referenced in the Proposal, or that, in the State’s sole judgment, have not been submitted in compliance with the above requirements (1) through (5), will not be considered as having been submitted with or intended to be incorporated as part of the official offer contained in the Proposal, but rather will be deemed by the State to have been included by Bidder for informational or promotional purposes only.

Absent the State’s express written acceptance and incorporation of an Extraneous Term, acceptance and/or processing of the Proposal shall not constitute the State’s acceptance of Extraneous Term(s) or be deemed a waiver of the State’s rights set forth in this section.

11.12 REQUEST FOR EXEMPTION FROM DISCLOSURE

NOTICE TO BIDDER’S LEGAL COUNSEL:

Proposals submitted to DCJS in response to this RFP are subject to the Freedom of Information Law (Public Officers Law, Article 6; hereinafter FOIL). Pursuant to §87(2)(d) of FOIL, records or portions thereof that “are trade secrets or are submitted to an agency by a commercial enterprise or derived from information from a commercial enterprise and which if disclosed would cause substantial injury to the competitive position of the subject enterprise” may be exempt from disclosure.

Response Requirement

A Bidder shall notify DCJS upon submission of its Proposal if it intends to seek an exemption from disclosure under FOIL of either or both types of material. Where such claimed material is embedded in the Proposal, the Bidder is required to submit two (2) additional copies of their proposal with claimed material clearly labeled and a footnote on every page indicating "REDACTED VERSION." Claimed material must not be indicated on any other copies of the Bidder's proposal.

11.13 USE OF SERVICE-DISABLED VETERAN-OWNED BUSINESS ENTERPRISES IN CONTRACT PERFORMANCE

Article 17-B of the Executive Law, provides for more meaningful participation in public procurement by Service-Disabled Veteran-Owned Businesses (SDVOBs). New York State agencies are authorized to use discretionary purchasing authority for procurements from SDVOBs. DCJS has a 6% goal with respect to agency procurements. Accordingly, Bidders shall complete and submit **Attachment 16 (Use of Service-Disabled Veteran-Owned Business Enterprises in Contract Performance)** with their bid submission.

12.0 OTHER TERMS AND CONDITIONS

This section outlines the administrative conditions concerning the Request for Proposal, the Bidder's response and conditions related to any awarded contract.

Administrative Proposal Conditions

With the submission of a response to this Request for Proposal, the Bidder agrees to the proposal conditions outlined in this section.

Termination of the Agreement

The following highlights certain grounds for termination of any resulting contract awarded pursuant to this RFP:

For Convenience or Lack of Funding

The State hereby reserves the right to terminate this Contract for convenience, or in the event that necessary and lawful appropriations are not provided or continued for the funding of this Contract by the Legislature subject to and in accordance with the following provisions:

1. The State shall have the right to unilaterally terminate this Contract, in whole or in part, for convenience provided that prior notice of such termination is given. Such option may be exercised upon thirty (30) calendar days advance written notice to the Contractor as indicated in this RFP.

In the event that the State exercises this option, the Contract shall terminate as to the portion(s) of work being deleted as of the termination date with obligations of the Parties as follows:

- a. The Contractor shall deliver to the possession of the State within such thirty (30) day notice period all drawings, documentation, reports or other required Contract deliverables or information, as

applicable, to date related to the portion(s) of work subject to the termination, whether preliminary or final, in the form and format set forth in this agreement. The State's receipt of such deliverables and/or documentation, reports, or information shall be a condition precedent to the obligation of the State to make payments to the Contractor.

- b. Upon receipt of such deliverables, reports, information, or other information, the State shall be obligated to pay the Contractor the amounts then due and owing calculated as of the termination date. The State shall not be liable to the Contractor for lost profits, administrative or other expenses, however denominated.
2. In the event the State determines that necessary and lawful appropriations are not provided or continued for the funding of this Contract, the State shall deem the Contract terminated upon thirty (30) calendar days advance written notice.

For Cause

1. Notice

If either Party fails to comply with any provision of the Contract the other Party shall so notify the Party in default as provided below. The notification shall specify in reasonable detail the nature of the default.

2. Cure Period

Where timeframes for performance are otherwise set forth in this Contract, the specific time period stated shall govern. For all other instances constituting default, the Party in default shall have thirty (30) calendar days from the date of receipt of notice to correct the default ("cure period"). During the cure period, the Party in default shall work diligently to resolve and cure any default. The Parties may, upon mutual written agreement, agree to extend the timeframe for cure.

3. Default

If the Party in default is unable to cure the default within the cure period, in addition to availing itself of specific remedies set forth in the Contract, the aggrieved Party may pursue all legal and equitable remedies for breach including but not limited to setoff of any amount determined by DCJS to be due and owing. A delay or failure in declaring a material breach under this paragraph shall not be deemed a waiver of the right to subsequently declare a default.

4. Additional State Rights & Remedies

- a. In the event of Contractor's default, in addition to pursuing any other legal or equitable remedies, the State shall have the right to take one or more of the following actions, as may be applicable:

- i. terminate the Contract, in whole or in part;

- ii. proceed against any Insurance furnished by Contractor, in accordance with the terms thereof;
- iii. suspend, in whole or in part, payments due Contractor under this or any other New York State Contract;
- iv. pursue equitable remedies to compel Contractor to perform; and/or
- v. all rights set forth under b, below.

b. It is expressly understood between the Parties that the State is contracting with the Contractor for consultant services of Contractor.

In the event of termination of this Contract in whole or in part based upon the Contractor's default or abandonment, the State shall, in its sole judgment, among other factors, pursue any remedies as it deems advisable in completing that mission, with sole reference to the best interests of the State, including, but not limited to:

a) procuring from any other entity, upon such terms and in such manner as the State deems appropriate, including:

(1) alternate resource (s) to sufficiently perform services related to this RFP and/or

(2) pursuing any other action(s) provided at law or in equity as the State deems necessary to enable the State to complete the above mission.

The Contractor shall be liable for any and all excess costs for remedies pursued by the State, and for administrative costs incurred by the State in procuring alternate services.

5. Non-Responsibility

The Contractor shall at all times during the contractual term remain responsible. The Contractor agrees, if requested by the Executive Deputy Commissioner or Commissioner of the New York State Division of Criminal Justice Services or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

The Executive Deputy Commissioner or Commissioner of the New York State Division of Criminal Justice Services or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Agreement, 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. Contractual activity may resume at such time as the Executive Deputy Commissioner or Commissioner of the New York State Division of

Criminal Justice Services or his or her designee issues a written notice authorizing a resumption of performance under the Agreement.

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Agency officials or staff, the Agreement may be terminated by the Executive Deputy Commissioner or Commissioner of the New York State Division of Criminal Justice Services or his or her designee at the Contractor's expense where the Contractor is determined by the Executive Deputy Commissioner or Commissioner of the New York State Division of Criminal Justice Services or his or her designee to be non-responsible. In such event, the Executive Deputy Commissioner or Commissioner of the New York State Division of Criminal Justice Services or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

6. Cumulative Remedies

The rights and remedies provided in this section are cumulative to and in addition to any other rights and remedies provided by law, at equity, or under the Contract.

Termination or Default Notices

Written Notices required herein by either Party shall be delivered to the other Party in writing, by certified mail, return receipt requested. The date of notice shall be deemed the date of delivery set forth on the return receipt. ("date of return receipt notice") Such notice shall be addressed as follows:

State of New York:
Executive Deputy Commissioner
State of New York
Division of Criminal Justice Services
Alfred E. Smith Office Building, 8th Floor
80 South Swan Street
Albany, NY 12210-8001

With a copy to:

Title:	Deputy Commissioner, Office of Justice Research and Performance
Current Incumbent:	Terry Salo
Mailing Address:	Alfred E. Smith Office Building, 6 th Floor 80 South Swan Street Albany, NY 12210

AND

John M. Czajka, Esq.
Deputy Commissioner and General Counsel
Division of Criminal Justice Services
Alfred E. Smith Office Building, 8th Floor
80 South Swan Street
Albany, NY 12210-8001
Contractor:

Termination Date

Contract termination dates shall be determined as follows:

In the event a notice of termination is issued for convenience or in the event that necessary and lawful appropriations are not provided or continued for the funding of this Contract, or for cause, the Contract termination date shall be deemed thirty (30) calendar days from the date of delivery set forth on the return receipt notice.

Subject to the State's right to shorten any thirty (30) day cure period, in the event a notice of termination is issued for cause, the Contract termination date shall be thirty (30) days from the date of the return receipt notice, or such other extended period of time as has been mutually agreed in writing by the Parties.

Mitigation of Costs

The Contractor shall not undertake any additional or new contractual obligations on or after the date of return receipt notice of a termination notice without the prior written approval of the State. In the event of termination for any reason, the Contractor shall not incur new obligations for the terminated portion and the Contractor shall cancel as many outstanding obligations as possible after receiving notice of termination.

13.0 RESERVATION OF INTELLECTUAL PROPERTY AND /OTHER RIGHTS AND RESTRICTIONS

1. If DCJS releases to the Contractor any idea, method or other product of this engagement for whatever purpose, in no event shall the Contractor resell any such idea, method or other product or any direct derivative of them, to DCJS, or any other agency, instrumentality or municipality of the State of New York.
2. Contractor agrees to execute such documents as may be required to confirm or reflect DCJS's rights, Contractor's obligations and/or restrictions, as set forth in this Agreement. The Contractor's obligation to execute such documents shall survive termination of the Agreement.
3. All documents produced for the State become the property of the State of New York. Unless subsequently expressly agreed to in writing in advance by DCJS' Deputy Commissioner of the Office of Justice Research and Performance or his/her designee, any project data, results, or findings, or any study or report with respect to any contractual

project services may not be publically disseminated or circulated or published outside of DCJS. Where the Contractor may wish to publically disseminate, circulate, or publish any project data, results, or findings, or any study or report with respect to project services, the Contractor shall request written permission and furnish to DCJS a copy of any draft results, findings, study, or report in order for DCJS to make a determination whether or not to grant approval of such request to publically disseminate, circulate or publish.

14.0 FORCE MAJEURE

In the event of a service disruption caused by a Force Majeure which is outside of the control of either Party, e.g., natural disaster, act of God, war, terrorism, civil disturbance, court order or labor dispute, (“force majeure”) or any other acts beyond the reasonable control of either Party, the Party that has been so affected shall immediately give notice to the other Party, and shall exercise every commercially reasonable effort to resume performance, and an extension of the time for performance shall be granted for a period to be agreed to in writing by the State and Contractor.

15.0 STANDARD LEGAL LANGUAGE

Issuing Agency

This RFP is issued by the New York State Division of Criminal Justice Services.

Solicitation

This RFP is a solicitation to bid, not an offer of a contract.

Liability

The State of New York and DCJS are not liable for any cost incurred by an Offerer in preparation for, or prior to, the approval of an executed contract by the Attorney General and the Office of the State Comptroller. No cost will be incurred by DCJS for the Offerer’s or prospective Offerer’s participation in any pre-contract award activity. Submission of response to this RFP shall not be construed as a commitment by the State to proceed with this project.

Proposal Ownership

All proposals and accompanying documentation become the property of the State of New York and will not be returned. The Division reserves the right to use any portions of the Bidder’s proposal not specifically noted as proprietary.

Proposal Confidentiality and Permissible Disclosure

Each Bidder’s proposal will be held in strict confidence by the Division staff and will not be disclosed except to the Office of the Attorney General and the Office of the State Comptroller as may be necessary to obtain the approvals of those agencies for the final contract and except as otherwise required by law.

Public inspection of the bids is regulated by the Freedom of Information Law. Following the final approval of a contract by the Attorney General’s and State Comptroller’s Offices , bids are presumptively available for public inspection. Offerers who have included sensitive material within their proposals should note the provisions of Section 11.12 herein above – Request for Exemption from Disclosure. Note that requests for exemption of the entire contents of a bid/proposal from disclosure have generally not been found to be meritorious and are discouraged.

Requests should be limited to exemption from disclosure of bona fide trade secrets or specific information, the disclosure of which would cause a substantial injury to the competitive position of your firm. The Bidder should point out those sections of the proposal that are trade secrets and explain the reasons therefore.

The public officers' code of ethics (section 74 of the Public Officers Law) sets the standard that no officer or employee of a State agency shall disclose confidential information that he or she acquires during the course of his or her official duties. These standards control the confidentiality of a Bidder's proposal unless the Division grants records access in accordance with the Freedom of Information Law. Offerers are advised that determinations of the Division or of the Office of the Attorney General or of the Office of the State Comptroller including agreements to shield or redact information are subject to review by Courts of Competent Jurisdiction.

Bidders should be advised that the confidentiality of their proposals is founded upon statute, as described above. A nondisclosure agreement, whether prescribed by the Division or the Bidder, would not alter the rights and responsibilities of either party under the Freedom of Information Law. Bidders should not propose a nondisclosure agreement for Division employees, for that would be legally ineffective to alter any legal responsibility under the Freedom of Information Law or the code of ethics. The provisions of the Freedom of Information Law will also govern the confidentiality of any and all products or services supplied by the successful Bidder.

Ethics Compliance

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

Timely Submission

The Bidders are solely responsible for timely delivery and submission of their proposal to the location set forth herein. DCJS is not responsible for delays in receipt, including but not limited to those due to third-party carriers.

Proposal Effective Period

The Bidder's proposal must be firm and binding for a period of at least one (1) year following the bid proposal due date.

Bidder Proposal Clarification

The Division reserves the right to require a Bidder to provide clarification and validation of its proposal, to the satisfaction of the Division, through any means the Division deems necessary. Failure of a Bidder to cooperate with the Division's request to clarify a proposal within the time indicated by the Division may result in the proposal being deemed non-responsive and given no further consideration.

The Division reserves the right to use information submitted by the Bidder in response to the Division's request for clarifying information in the course of evaluation and selection under this RFP.

The Division may from time to time and in its sole discretion communicate clarifications and subsequent information whether such clarifications and information result from Bidder inquiry or is released by the Division. In such event the Division will disseminate such information by posting the information to the Division's website at the internet address identified on the face page of this RFP.

Award Notification

The Commissioner of the Division of Criminal Justice Services, or staff designated for such purpose, will select the successful Contractor based on recommendations submitted by DCJS' evaluation team(s). The successful Bidder will be advised of selection by the Division through the issuance of an award notification letter. Bidders whose bids have not been selected in response to this RFP shall be notified.

Proposal Review and Contract Approval

Any contracts resulting from this RFP will not be effective until approved by the Office of the Attorney General and the Office of the State Comptroller.

Disclosure of Contract Awards

Public Announcements or news releases pertaining to any contract shall not be made until the contract is fully approved. Any such announcements or news releases must be pre-approved in writing by DCJS' Director of Public Information. Requests concerning the evaluation of a bid submitted will be considered under the Freedom of Information Law (FOIL) only after contract negotiations are complete and the contract is approved by the State Attorney General's Office and the Office of the State Comptroller.

Debriefing Sessions

Unsuccessful Bidders will be notified in writing and may request the opportunity for a debriefing session. Once an award has been made, Offerers may then submit a written request for a debriefing as to why their proposal did not result in an award. Such sessions will be limited to discussions of evaluation results as they apply to the Bidder receiving the debriefing. The written request must be received by the DCJS Sole Designated Contact identified on the cover page of this RFP no later than ten (10) business days from the date of the award announcement.

Bid Protest Policy

The State of New York strives to assure a fair, open and competitive process to all potential Offerers qualified to respond to this Procurement. In the event that any prospective Offerer has a complaint or objection to the RFP requirements, the procurement process or any matter affecting the submission of a prospective Offerer's Bid Proposal, the Offerer is encouraged to informally contact the DCJS Sole Designated Contact for this procurement, listed on the cover page of this RFP, immediately to determine if the matter can be resolved.

Offerers desiring to initiate a bid protest must follow the procedures for timely filing a formal protest set forth in DCJS' Bid Protest Policy at **Appendix CAPP (Contract Award Protest Procedure)** of this RFP by the deadline set forth in the procedure.

Take Notice that contacts with DCJS do not constitute the filing or initiation of a Bid Protest or extend the time in which to file a Bid Protest under the DCJS Bid Protest Policy. Bid Protests must be identified as such and filed in accordance with such aforementioned Policy Procedures. Prior to Contract award, protests which may affect the outcome or nature of the award may only be considered by the State in the context of a formal written protest filed in accordance with the procedure at **Appendix CAPP**.

Reserved Rights

The Division of Criminal Justice Services reserves the right to exercise any of the following actions:

- a) Change any of the scheduled dates and times stated herein.
- b) Amend RFP specifications after their release to correct errors or oversights, or to supply additional information as it becomes available and so notify all Bidders.
- c) Withdraw the RFP, at its sole discretion.
- d) Disqualify a Bidder from receiving an award if such Bidder has previously failed to perform satisfactorily in connection with public bidding or contracts(s) or is deemed otherwise not responsible.
- e) Eliminate a mandatory requirement when all Bidders cannot meet such requirement.
- f) Evaluate, accept and/or reject any and all proposals, in whole or in part, and to waive technicalities, irregularities, and omissions if, in the Division's considered judgment, the best interests of the Division will be served. In the event compliant bids are not received, the Division reserves the right to consider late or non-conforming bids as offers.
- g) Require the Bidder to provide proof of or otherwise demonstrate, to the satisfaction of the Division, any information presented as a part of their proposal.
- h) Use information obtained through the Division'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 Division's request for clarifying information in the course of evaluation and selection under this RFP.
- i) Determine a tie breaking mechanism for award of the contract to serve the best interests of the Division.
- j) Negotiate with the successful Bidder within the scope of the RFP to serve the best interests of the Division and the State.
- k) The Division may agree to extend the time period established by Section 112 of the State Finance Law for approval of contracts by the Comptroller of the

State of New York and in such an event the successful Offerer agrees to maintain its offer for the duration of the extension.

- l) In the event the Division terminates a Contract resulting from this procurement, the Division reserves the right, with the approval of the Office of the State Comptroller, to award a contract to the next highest ranked Bidder of the original bid submissions.
- m) Reject any or all proposals received in response to the RFP.
- n) Withdraw the RFP at any time, at the agency's sole discretion.
- o) Make an award under the RFP in whole or in part.
- p) Disqualify any Bidder whose conduct and/or proposal fails to conform to the requirements of the RFP.
- q) Seek clarifications and revisions of proposals.
- r) Use proposal information obtained through site visits, management interviews and the State's investigation of a Bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the Bidder in response to the agency's request for clarifying information in the course of evaluation and/or selection under the RFP.
- s) Prior to the **bid opening**, amend the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available.
- t) Prior to the bid opening, direct Bidders to submit proposal modifications addressing subsequent RFP amendments.
- u) Waive any requirements that are not material.
- v) Negotiate with the successful Bidder within the scope of the IFB/RFP in the best interests of the State.
- w) Conduct contract negotiations with the next responsible Bidder, should the agency be unsuccessful in negotiating with the selected Bidder.
- x) Utilize any and all ideas submitted in the proposals received.
- y) Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an offerer's proposal and/or to determine an offerer's compliance with the requirements of the solicitation.

Administrative Contract Conditions

Payments

All payments will be made in accordance with Section 11-a of the New York State Finance Law. The Contractor will be reimbursed monthly for services

provided based on submissions required from the Contractor's staff by DCJS including properly completed time sheets and invoices. Contractor's staff will be required to submit weekly time sheets, in a manner prescribed by DCJS, accounting for all hours worked. Contractor will be reimbursed at the hourly rate for each individual for each work assignment.

Travel

Reasonable travel-related expenses shall be reimbursed by the State in accordance with the rates established by the New York State Comptroller Travel Manual. See <http://osc.state.ny.us/agencies/travel/travel.htm> for specific detail.

Taxes

Unless otherwise specified in the RFP, the quoted bid rates shall include all taxes applicable to the transaction. Purchases made by the State of New York are exempt from New York State and local sales taxes and, with certain exceptions, federal excise taxes. To satisfy the requirements of the New York State Sales tax exemption, invoices issued by the Contractor pursuant to the Contract shall reference the Contract in order to be considered sufficient evidence that the sale by Contractor was made to the State, an exempt organization under § 1116 (a) (1) of the Tax Law. No person, firm, or corporation is, however, exempt from paying the State Truck Mileage and Unemployment Insurance or Federal Social Security taxes, which remain the sole responsibility of the Contractor.

Procurement Record

DCJS shall maintain a Procurement Record which documents all decisions regarding the procurement process, particularly the quantification of criteria used to determine an award based on best value; or where not quantifiable, the justification which demonstrates that best value will be achieved pursuant to State Finance Law § 163(9)(g). The Procurement Record will be forwarded to the Office of the State Comptroller and as applicable to the Office of the Attorney General (Department of Law) in support of their respective evaluation and approval activity.

Mandatory Requirement – Appendix A (Standard Clauses for New York State Contracts)

Appendix A (Standard Clauses for New York State Contracts) annexed hereto at Appendix A is incorporated herein by reference and made a part of this agreement as though fully set forth in its entirety.

Mandatory Requirement – Discriminatory Jurisdictions

Offerers are hereby notified that state agencies and authorities are prohibited from entering into contracts with businesses whose principal place of business is located in a discriminatory jurisdiction. Discriminatory jurisdiction is defined as a state or political subdivision which employs a preference or price distorting mechanism to the detriment of or otherwise discriminates against a New York State business enterprise in the procurement of commodities and services by the same or a non-governmental entity influenced by the same. A list of discriminatory jurisdictions is maintained by the commissioner of the New York State Department of Economic Development.

Public Announcements

Public Announcements or news releases pertaining to any Contract shall not be made prior to full approval of the contract. Any such announcements or news releases must be pre-approved in writing by DCJS' Director of Public Information.

Time is of the Essence

Time is of the essence in contract formation and time is of the essence in the resulting Contract and will be a substantial and a material term of any agreement resulting from this RFP.

Contract Formation

The Contract will incorporate this RFP, all Appendices, all Attachments, all submissions, the Offerer's Bid Proposal, clarifications and additional information issued by DCJS during the course of this procurement and additional terms agreed to by the Parties in writing into a Contract. The Contract will be deemed executed upon approval by the Attorney General of the State of New York and the Comptroller of the State of New York or members of their staff designated by them for that purpose.

A successful applicant will be required to timely enter into a contract with NYS related to service delivery within ten (10) business days of receipt of the contract from DCJS. NYS reserves the right to negotiate minor terms and conditions relative to the RFP and the applicant's response to meet agency program requirements consistent with the solicitation. During contract negotiations, the State expects to have direct access to Offerer personnel who have full authority to make commitments on behalf of the Offerer. Any negotiated contract must conform to the laws of New York State.

Negotiations with the Next Highest Offerer

In the event that DCJS should be unsuccessful in negotiating a contract within thirty (30) business days following the date of the notice of award with the selected Offerer, DCJS may at any time following the thirtieth business day at its option begin negotiations with the next highest scored Offerer, as applicable.

Cancellation Clause

DCJS is responsible for monitoring and enforcing the Contractor's performance. Performance requirements include Contractor's conformance with scheduling requirements and provision of personnel with the requisite skill level to complete the assignment. DCJS will provide written notice to the Contractor of such failure and if, within 30 calendar days thereafter, the Contractor does not remedy the problem to DCJS's satisfaction, DCJS may terminate the contract consistent with this provision.

Contractor

The Contractor is responsible for meeting all Contract obligations set forth in the solicitation and Contract, including all Appendices, Attachments, and any subsequent amendments mutually agreed to in writing between the Parties.

Qualified to Work in the United States

All personnel employed by the Contractor must be legally authorized to work in the United States. Personnel and candidates provided to DCJS by any Offerer must be legally authorized to work in the United States.

Indemnification & Limitation of Liability

- a) Offerer as a Contractor shall be fully liable for the actions of its agents or employees of the Offerer and shall fully indemnify and save harmless the State of New York and DCJS, from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Offerer, its agents or employees of the Offerer, *without limitation*; provided, however, that the Offerer shall not indemnify for that portion of any claim, loss or damage arising from the negligence of the State and/or its employees.
- b) The Offerer will indemnify the DCJS and the State without limitation against any claim(s) brought against the State and/or DCJS by reason of a wrongful disclosure of confidential information attributed to the Offerer or any Offerer employee and will cooperate fully with DCJS, the State, and the Attorney General in defense of any claim(s).
- c) The Offerer shall not be obligated to indemnify that portion of a claim or dispute based upon: i) the State's unauthorized modification or alteration of any Contractor's product; ii) the State's use of the product in combination with other products not furnished by Offerer; iii) the State's use in other than the specified operating conditions and environment.
- d) Neither Party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. All Parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under the Contract and shall immediately resume performance upon termination of the force majeure.
- e) Unless otherwise specifically enumerated herein, neither Party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Offerer is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither Party shall be liable for lost profits, lost revenue or lost institutional operating savings.
- f) Indemnification for Direct Damage: For all other claims against the Offerer by DCJS and the State of New York where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Offerer's liability under this Contract for direct damages shall be two (2) times the charges rendered by the Offerer under the Contract.
- g) DCJS, and the State may, in addition to other remedies available to them at law, in equity, or under the Contract, and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the Contractor, as applicable, as may be necessary to satisfy any claim for damages, costs and the like asserted by or against them

Security, Information Security, Breach and Notification Act

The Contractor shall maintain the security, nondisclosure and confidentiality of all information in accordance with the following clauses in performance of its activities under the Contract. Contractor shall ensure that its employees or agents are fully aware of the obligations arising under this section and shall take all commercially reasonable steps to ensure compliance. Disclosure of project service information developed for or provided by the State is strictly prohibited. The Contract may be terminated by the State for cause for a material breach of this section.

Securing Procedures and Employee Dishonesty

Contractor warrants, covenants and represents that it will comply fully with all security procedures of the State in performance of the Contract. Contractor shall hold the State harmless from any loss or damage to the State resulting from the violation by the Contractor, its officers, agents and employees of such security procedures or resulting from any criminal acts committed by such officers, agents and employees while providing services under the Contract.

Information Security Breach and Notification Act, Indemnification of DCJS and Authorized Users for Breach of Security

Section 208 of the State Technology Law (STL) and Section 899-aa of the General Business Law (GBL) require that State entities and persons or businesses conducting business in New York who own or license computerized data which includes private information including an individual's unencrypted personal information plus one or more of the following: social security number, driver's license number or non-driver ID, account number, credit or debit card number plus security code, access code or password which permits access to an individual's financial account, must disclose to a New York resident when their private information was, or is reasonably believed to have been, acquired by a person without valid authorization. Disclosure of breach of that private information to all individuals affected or potentially affected must occur in the most expedient time possible without unreasonable delay, after necessary measures have been taken subject to approval of DCJS or such other applicable State agency to determine the scope of the breach and to restore integrity, but with delay if law enforcement determines it impedes a criminal investigation.

State entities subject to Section 208 of the State Technology Law that experience breaches of computerized data which includes private information must file notices with the New York Attorney General; Department of State's Division of Consumer Protection; and the Office of Information Technology Services' Enterprise Information Security Office.

Section 899-aa of the General Business Law provides that persons or businesses conducting business in New York must disclose any breaches of computerized data which includes private information by notifying the offices of the New York Attorney General; the NYS Division of State Police; and the Department of State's Division of Consumer Protection.

Information relative to the law and the notification process is available at:
<http://its.ny.gov/eiso/breach-notification>

The New York State General Business Law § 899-aa provides in part that:

6. (a) whenever the attorney general shall believe from evidence satisfactory to him that there is a violation of this article he may bring an action in the name and on behalf of the people of the state of New York, in a court of justice having jurisdiction to issue an injunction, to enjoin and restrain the continuation of such violation. In such action, preliminary relief may be granted under article sixty-three of the civil practice law and rules. In such action the court may award damages for actual costs or losses incurred by a person entitled to notice pursuant to this article, if notification was not provided to such person pursuant to this article, including consequential financial losses. Whenever the court shall determine in such action that a person or business violated this article knowingly or recklessly, the court may impose a civil penalty of the greater of five thousand dollars or up to ten dollars per instance of failed notification, provided that the latter amount shall not exceed one hundred fifty thousand dollars.

The remedies in Section 6(a) are in addition to any other lawful remedy and in addition to any other remedy available under the terms of the Contract executed between DCJS and the Contractor.

Offerers must agree to indemnify DCJS without limitation against any claims brought against DCJS by reason of a wrongful disclosure of confidential information attributed to the Offerer or any Offerer employee and will cooperate fully with DCJS and the Attorney General in defense of the claim. The Contract executed between DCJS and the Contractor may be terminated by the State for cause for a material breach of this section, and the provisions of The New York State General Business Law § 899-aa shall survive the termination of this Agreement.

Project Data/Information is the Property of State of New York

In the course of performance of its obligations pursuant to this RFP and any resulting Contract, Contractor personnel may be approved by appropriate authorities to have access to or come into possession of data and information which is the property of the State of New York or a funded program and/or data and information which is processed by or stored within DCJS. Such data may include criminal history information and other data and information stored in electronic, optical or physical form, including data and information concerning individuals, operations, processes, procedures and policies of DCJS or funded programs.

All information concerning DCJS' or programs funded by DCJS' operations, procedures and policies shall be kept confidential by Contractor and Contractor shall comply with DCJS and State of New York administrative procedures and regulations concerning this requirement. Contractor shall ensure that personnel take all steps required by DCJS and the State of New York to protect confidential information. This may include execution of Non-Disclosure agreements as necessary by Contractor personnel. It will require fingerprint and background checks of any Contractor personnel with access to such information. The Contractor shall be responsible for assuring DCJS that it notifies its Contractor personnel involved with the Contract of the provisions of this Section, and the Contractor shall require compliance with the provisions of this section by any

Contractor personnel performing or providing services in connection with this RFP and the resulting Contract.

The use of information obtained by Contractor personnel in the performance of its duties under this Agreement shall be limited to purposes directly connected with such duties. The Contractor personnel do not acquire any ownership, right to use, title or any interest in any data or information which remains the property of DCJS.

Contractor shall never remove any work papers or product from the DCJS premises without the written consent of DCJS' Deputy Commissioner of the Office of Justice Research and Performance or his/her designee. Unless subsequently expressly agreed to in writing in advance by DCJS' Deputy Commissioner of the Office of Justice Research and Performance or his/her designee, any project data, results, or findings, or any study or report with respect to any contractual project services may not be publically disseminated or circulated or published outside of DCJS. Where the Contractor may wish to publically disseminate, circulate, or publish any project data, results, or findings, or any study or report with respect to project services, the Contractor shall request written permission and furnish to DCJS a copy of any draft results, findings, study, or report in order for DCJS to make a determination whether or not to grant approval of such request to publically disseminate, circulate or publish.

The provisions of this section shall survive the termination of this Agreement

15.1 Nondisclosure & Confidentiality

Except as may be required by applicable law or a court of competent jurisdiction, the Contractor and any Contractor personnel shall maintain strict confidence with respect to any Confidential Information. This restriction shall survive termination of a Contract. For purposes of the Contract, all State information of which Contractor becomes aware during the course of performing services for the State shall be deemed to be Confidential Information (oral, visual or written). Notwithstanding the foregoing, information that falls into any of the following categories shall not be considered Confidential Information:

- a) Information that is previously rightfully known to the receiving Party without restriction on disclosure;
- b) Information that becomes, from no act or failure to act on the part of the receiving Party, generally known in the relevant industry or is in the public domain; and
- c) Information that is independently developed by Contractor without use of Confidential Information of the State.

Contractor shall hold the State harmless from any loss or damage to the State resulting from the disclosure by the Contractor of such confidential information.

Confidential, trade secret or proprietary materials as defined by the laws of the State of New York must be clearly marked and identified as such upon submission. If Contractor is intending to seek an exemption from disclosure of these materials under the Freedom of Information Law, the Contractor must

request the exemption in writing, setting forth the reasons for the claimed exemption, at the time of submission, and provide an explanation of: (i) why the disclosure of the identified information would cause substantial injury to the competitive position of the Offerer, or (ii) why the information constitutes critical infrastructure information which should be exempted from disclosure pursuant to Public Officers Law § 87(2). Acceptance of the claimed materials does not constitute a determination on the exemption request, which determination will be made in accordance with statutory procedures.

Confidentiality of Criminal History Information

- a) New York State law protects the privacy of criminal history records and other confidential information. The Contractor shall take all steps required by the State to protect confidential information. This may include, but not be limited to, execution of a Non-Disclosure Agreements as necessary and will require fingerprint and background checks of any selected candidates.
- b) The Contractor shall be responsible for assuring that it notifies its officers, agents and employees involved with the Contract of the provisions of this subsection.
- c) All oral or written public representations pertaining to the award of this Contract and also verbal or written public representations involving the State made by the Contractor during the life of the Agreement shall not be made without the prior written approval of an authorized representative of the State.
- d) The Contractor shall comply with administrative procedures and regulations concerning DCJS operations, procedures, and policies.

15.2 Non-Disclosure Agreement

All information concerning DCJS operations, procedures and policies shall be kept confidential by the Contractor and the Contractor shall comply with applicable administrative procedures and regulations. The Contractor shall take all steps required by DCJS to protect confidential information.

Contractor must abide by the conditions set forth in the DCJS Non-Disclosure Agreement, **Attachment 6 (DCJS Non-Disclosure Agreement)**.

As a result of DCJS security issues, the Contractor and any of Contractor personnel will be required to ensure that all work is performed within the continental United States.

**ATTACHMENT 1:
QUESTIONS TEMPLATE**

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

Question Number	RFP Page Number	RFP Part, Section & Paragraph Reference	Question

**ATTACHMENT 2:
BIDDER INFORMATION**

Fidelity System Consultant Request for Proposals NYSDCJS RFP#CJS2017-01
Bidder Name:
Bidder's Federal Tax ID Number:
Street Address:
State:
City:
Zip:
County:
Country:
Proposed Project Lead Name:
Title:
Phone Number:
Fax Number:
E-mail Address:
Corporate Website:

**ATTACHMENT 3:
MANDATORY TECHNICAL REQUIREMENTS RESPONSE**

Mandatory Technical Requirements Response										
Identify the individual who will serve as the project lead:										
Project Lead Name:										
Project Lead Title:										
<p>1. The proposed project lead has a graduate degree in criminal justice or a related field, including human services, sociology, psychology, social work, or another closely related field.</p> <p style="padding-left: 40px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes above, please describe the project lead's education. Include degrees <i>achieved</i> and field of study.</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 35%;">Bachelor's Degree</td> <td style="width: 10%;"><input type="checkbox"/></td> <td style="width: 55%;">Yes, field: _____</td> </tr> <tr> <td>Master's Degree</td> <td><input type="checkbox"/></td> <td>Yes, field: _____</td> </tr> <tr> <td>Doctorate Degree</td> <td><input type="checkbox"/> No</td> <td><input type="checkbox"/> Yes, field: _____</td> </tr> </table>		Bachelor's Degree	<input type="checkbox"/>	Yes, field: _____	Master's Degree	<input type="checkbox"/>	Yes, field: _____	Doctorate Degree	<input type="checkbox"/> No	<input type="checkbox"/> Yes, field: _____
Bachelor's Degree	<input type="checkbox"/>	Yes, field: _____								
Master's Degree	<input type="checkbox"/>	Yes, field: _____								
Doctorate Degree	<input type="checkbox"/> No	<input type="checkbox"/> Yes, field: _____								
<p>2. The proposed project lead has at least ten (10) years of experience working to advance the use of evidence-based interventions with justice-involved individuals.</p> <p style="padding-left: 40px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>										
<p>3. The proposed project lead must have experience providing technical assistance to government or private organizations to increase the use of, or fidelity to, the NIC's Principles of Effective Intervention for programs working with justice-involved individuals and must have provided such for a minimum of three (3) years, within the last ten (10) years from the date of issuance of the RFP. For the purpose of this bid, a government client means a recognized political subdivision such as a state, province, city, county, town or agency of the United States.</p> <p style="padding-left: 40px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>										

**ATTACHMENT 4:
TECHNICAL REQUIREMENTS AND PROPOSAL**

For each response item in this attachment, the Vendor respectively must provide a response. The descriptive response for each shall address, at a minimum, the points specified.

Please refer to Section 5.0 to ensure that the proposed Project Lead meets the mandatory eligibility criteria.

A. Project Lead's Relevant Experience

Item A1	Describe the project lead's experience in the criminal justice research and policy field, for a period of at least 3 years, including a list of specific organizations served, dates, and a summary of projects undertaken.
Bidder's response not to exceed this page plus 1 additional page.	

Item A2	Describe the project lead’s experience conducting pilot testing of new interventions, modifications to existing interventions, and/or assessment instruments. Please be sure to describe the project lead’s role in conducting the pilot, collecting pilot data, analyzing results, and recommending changes.
Bidder’s response not to exceed this page plus 1 additional page.	

Item A3	Describe the project lead's experience designing surveys and analyzing survey data.
Bidder's response not to exceed this page plus 1 additional page.	

Item A4	Describe the project lead's experience conducting research and/or validation studies. Include a description of methodology and statistical techniques employed.
Bidder's response not to exceed this page plus 1 additional page.	

B. Project Lead's Experience with Evidence Based Programs

Item B1	Describe the project lead's experience designing or implementing changes to improve community-based corrections programs providing direct services with the goal of reducing recidivism. Please be sure to discuss the extent to which each Principle of Effective Intervention informed and guided this work.
Bidder's response not to exceed this page plus 1 additional page.	

Item B2	Describe the project lead’s familiarity with and/or experience working within the Risk, Needs, and Responsivity framework to develop case plans. If the project lead has experience using validated actuarial instruments to assess risk, needs, and/or responsivity factors, include the names of these assessment tools and the specific nature of your experience. Experience includes direct use of instrument, provision of oversight to end users, or provision of training/technical assistance to end users.
Bidder’s response not to exceed this page plus 1 additional page.	

Item B3	<p>Describe the project lead’s experience with group-based Cognitive-Behavioral Interventions. If the Project Lead has been trained and/or is certified to conduct group interventions and/or has previously facilitated curriculum-based groups, please specify the name of each intervention in which the Project Lead is trained/certified and the number of groups facilitated using each curriculum.</p> <p>If the project lead has certificates to demonstrate certification in a group-based intervention, please attach copies of these certifications.</p>
Bidder’s response not to exceed this page plus 1 additional page.	

C. Project Lead's Fidelity System Experience

Item C1a	Describe the project lead's experience developing a fidelity system for use with community-based correctional programs with the goal of reducing recidivism that includes: a) an assessment tool to measure the alignment of community-based correctional programs and/or curricula with the NIC's Principles of Effective Intervention. Please be sure to describe what program characteristics are measured, how scoring/rating mechanism was developed, and any other key aspects of development.
Bidder's response not to exceed this page plus 1 additional page.	

Item C1b	<p>Describe the project lead’s experience developing a fidelity system for use with community-based correctional programs with the goal of reducing recidivism that includes:</p> <p>b) a mechanism to provide the program with structured feedback and specific, viable suggestions to improve alignment with the NIC’s Principles of Effective Intervention. Please include a description of the process and final product.</p>	
<p>Bidder’s response not to exceed this page plus 1 additional page.</p>		

<p>Item C1c</p>	<p>Describe the project lead’s experience developing a fidelity system for use with community-based correctional programs with the goal of reducing recidivism that includes:</p> <p>c) a technical assistance program which provides ongoing assistance to direct services programs to do one or more of the following: identify departures from the NIC’s Principles of Effective Intervention as identified during fidelity assessment, identify training needs, develop a plan for improvement, and provide ongoing assistance as the plan is implemented. Please include a description of the process and final product.</p>
<p>Bidder’s response not to exceed this page plus 1 additional page.</p>	

Item C1d	If a focus group(s) were conducted prior to developing or while fine tuning a fidelity system component described in Items C1a-C1c, please describe the purpose of the focus group(s) and the project lead's role in facilitating the focus group(s) and synthesizing information.
Bidder's response not to exceed this page plus 1 additional page.	

<p>Item C2a</p>	<p>Describe the project lead’s experience working within a fidelity system with the goal of increasing alignment with the NIC’s Principles of Effective Intervention. Describe experience:</p> <p>a) Using a fidelity tool to assess the quality of programs and practices delivered to criminal justice populations, for which the programming goal is to reduce recidivism. Include the number of assessments completed and the names of any instruments used, such as the Correctional Program Checklist.</p> <p>Please be sure to include experience in:</p> <ul style="list-style-type: none"> ○ key stakeholder interviews, ○ structured observations of program operations and interventions, ○ record reviews, and ○ reviews of key program documents
<p>Bidder’s response not to exceed this page plus 1 additional page.</p>	

Item C2b	<p>Describe the project lead’s experience working within a fidelity system with the goal of increasing alignment with the NIC’s Principles of Effective Intervention. Describe experience:</p> <p>b) Sharing fidelity assessment results with assessed programs through a written assessment summary or report in order to outline steps to improve alignment with the NIC’s Principles of Effective Intervention. If suggestions were shared with the program about how to improve alignment with the NIC’s Principles of Effective Intervention, please discuss the extent to which they were tailored to the program.</p>
Bidder’s response not to exceed this page plus 1 additional page.	

<p>Item C2C</p>	<p>Describe the project lead’s experience working within a fidelity system with the goal of increasing alignment with the NIC’s Principles of Effective Intervention. Describe experience:</p> <p>Assisting programs in implementing suggestions from a fidelity assessment process. Please describe the process used for engaging programs and key stakeholders, developing a plan for improvement, implementing changes, and tracking progress.</p>
<p>Bidder’s response not to exceed this page plus 1 additional page.</p>	

**ATTACHMENT 5:
FINANCIAL/ADMINISTRATIVE PROPOSAL**

Provide the following hourly rate costs. Bidders should refer to the reference material provided in the Scope of Work (Section 3.0), the Eligibility Requirements (Section 5.0), and Proposal Evaluation and Approval (Section 9.0).

Note: DCJS anticipates approximately 1,000 hours over the life of the contract. Please refer to Section 4.0 for additional details on the anticipated award.

<u>Bidder:</u>			
<u>Title:</u>	<u>Hourly Rate (USD)</u>	<u>Estimated Hours</u> *Not to exceed 1000 hours	<u>Total Value</u>
1. Project Lead Hourly Rate	\$		
2. Project Assistant Hourly Rate (not to exceed 30% of total hours, up to 300 hours)	\$		
<u>Total Cost</u>			\$

**ATTACHMENT 6:
DCJS NON-DISCLOSURE AGREEMENT**

**New York State Division of Criminal Justice Service
Confidentiality Agreement**

This is an Agreement by and between the New York State Division of Criminal Justice Services (DCJS) and _____, the VENDOR (_____), regarding the consulting services to be performed for DCJS by the VENDOR, under Project _____ Contract, _____, approved by the New York Office of the State Comptroller on _____.

VENDOR shall insure that s/he shall abide by all reasonable noninvasive security policies and procedures of DCJS. DCJS reserves the right to conduct a security background check on VENDOR, as s/he will have access to confidential information.

New York State law protects the privacy of criminal history records and other confidential information. As a criminal justice agency there exist site security issues with respect to DCJS. VENDOR shall take all reasonable steps required by DCJS to protect confidential information.

VENDOR specifically agrees to comply with the "Information Security Breach and Notification Act" as set forth in State Technology Law Section 208 and General Business Law Article 39-F. The VENDOR shall promptly notify the DCJS where there is a reasonable belief of a breach of security, unauthorized access or unauthorized release of personal computer data containing personal information, and take appropriate action with respect to notification of affected individuals and to other required state agencies consistent with the New York State Information Security Breach and Notification Act.

Further, all other information concerning DCJS' operations, procedures and policies shall be kept confidential by VENDOR and VENDOR shall comply with the administrative procedures and regulations concerning these rules.

The use of information obtained by VENDOR in the performance of his duties described herein shall be limited to purposes directly connected with such duties.

The VENDOR shall not remove any work papers or product from DCJS premises except with the written consent of DCJS, other than work papers brought to the work site by VENDOR which contain no confidential information relating to DCJS.

VENDOR shall not be required to keep confidential any such material which is publicly available through no fault of VENDOR, independently developed by VENDOR without reliance on confidential information of DCJS, or otherwise obtained under the Freedom of Information Law or New York State laws or regulations.

The prohibition against disclosure shall survive the termination of this Agreement, the termination of the SOW or the completion of the SOW.

This Agreement is made and will be construed in accordance with the State of New York.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date indicated below.

	<u>NYS Division of Criminal Justice Services</u>
Signature:	Signature:
Name (Please Print)	Name (Please Print)
Title:	Title:
Date:	Date:

ACKNOWLEDGMENT CLAUSE

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, depose and say that s/he is the _____ of the entity which executed the above instrument; that s/he was authorized by and did execute the same at the direction of said entity and that s/he signed his/her name thereto.

Notary Public: _____

**ATTACHMENT 7:
FORMAL OFFER LETTER**

[TO BE COMPLETED ON OFFERER'S LETTERHEAD]

Date

Mr. Sanford Fader
Procurement Officer, Office of Financial Administration
New York State Division of Criminal Justice Services
Alfred E. Smith Office Building 10th Floor
80 S. Swan St,
Albany, New York 12210

Dear Mr. Fader:

**RE: Fidelity System Consultant RFP #CJS2017-01
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) #CJS2017-01 by the New York State Division of Criminal Justice Services for Fidelity System Consultant. 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 one (1) year 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]'s complete offer is set forth in two, separately bound volumes as follows:

Technical Proposal:

Total of 5 hard copy volumes, with 1 electronic copy on PC Compatible one flash-drive saved as Microsoft Word documents or Microsoft Excel spreadsheets.

Financial/Administrative Proposal:

Total of 5 hard copy volumes, 1 electronic copy on PC Compatible one flash-drive saved as Microsoft Word documents or Microsoft Excel spreadsheets (may be the same flash-drive as the technical proposal.)

[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.

To comply with the Vendor Responsibility Requirements outlined in Section 11 of the above-referenced RFP, **[INSERT OFFERER NAME]** hereby affirms that () (check one of the lines below):

An on-line Vendor Responsibility Questionnaire has been updated or created within the last six months, at the Office of the State Comptroller's website:

<https://portal.osc.state.ny.us/wps/portal>

A hard copy Vendor Responsibility Questionnaire is included with this proposal and is dated within the last six months.

A Vendor Responsibility Questionnaire is not required due to an exempt status. Exemptions include governmental agencies, public authorities, public colleges and universities, public benefit corporations, and Indian Nations.

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.

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

Corporate Seal

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 8:
VENDOR RESPONSIBILITY QUESTIONNAIRE [NOT-FOR-PROFIT BUSINESS ENTITY]**

Vendors are invited to file the required Vendor Responsibility Questionnaire online via the New York State VendRep System or may choose to complete and submit a paper questionnaire. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at www.osc.state.ny.us/vendrep or go directly to the VendRep System online at <https://portal.osc.state.ny.us>. For direct VendRep System user assistance, the OSC Help Desk may be reached at 866-370-4672 or 518-408-4672 or by e-mail at ciohelpdesk@osc.state.ny.us. Vendors opting to file a paper questionnaire can complete the Vendor Responsibility Questionnaire included as part of this attachment.

BUSINESS ENTITY INFORMATION				
Legal Business Name			EIN	
Address of the Principal Place of Business/Executive Office			<u>New York State Vendor Identification Number</u>	
			Telephone ext.	Fax
E-mail		Website		
Authorized Contact for this Questionnaire				
Name:			Telephone ext.	Fax
Title			E-mail	
List any other DBA, Trade Name, Other Identity, or EIN used in the last five (5) years, the state or county where filed, and the status (active or inactive): (if applicable)				
Type	Name	EIN	State or County where filed	Status

I. BUSINESS CHARACTERISTICS	
1.0 Business Entity Type – Please check appropriate box and provide additional information:	
a) <input type="checkbox"/> Corporation (including	Date of Incorporation
b) <input type="checkbox"/> Limited Liability Co. (LLC or PLLC)	Date Organized
c) <input type="checkbox"/> Limited Liability	Date of Registration
d) <input type="checkbox"/> Limited Partnership	Date Established
e) <input type="checkbox"/> General Partnership	Date Established County (if formed in
f) <input type="checkbox"/> Sole Proprietor	How many years in business?
g) <input type="checkbox"/> Other	Date Established
If Other, explain:	
1.1 Was the Business Entity formed in New York State? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If "No," indicate jurisdiction where Business Entity was formed:	
<input type="checkbox"/> United States	State _____
<input type="checkbox"/> Other	Country _____
1.2 Is the Business Entity currently registered to do business in New York State with the Department of State? <i>Note: Select 'not required' if the Business Entity is a General</i> <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not required	
If "No," explain why the Business Entity is not required to be registered in New York State.	
1.3 Is the Business Entity registered as a Sales Tax Vendor with the New York State Department of Tax and Finance? <input type="checkbox"/> Yes <input type="checkbox"/> No	

I. BUSINESS CHARACTERISTICS

Explain and provide detail, such as 'not required,' 'application in process,' or other reasons for not being registered.	
1.4 Is the Business Entity a Joint Venture? <i>Note: If the submitting Business Entity is a Joint Venture, also submit a separate questionnaire for the Business Entity comprising the</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
1.5 Does the Business Entity have an active Charities Registration Number?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Enter Number: _____ If exempt, explain: _____ If an application is pending, enter date of _____ Attach a copy of the application	
1.6 Does the Business Entity have a DUNS Number?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Enter DUNS _____	
1.7 Is the Business Entity's principal place of business/Executive Office in New York State?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "No," does the Business Entity maintain an office in New York State?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Provide the address and telephone number for one New York Office.	
1.8 Is the Business Entity's principal place of business/executive office:	
<input type="checkbox"/> Owned <input type="checkbox"/> Landlord Name (if 'rented') _____ <input type="checkbox"/> Other Provide explanation (if _____	
Is space shared with another Business Entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Name of other Business _____	
Address _____	
City _____	Stat _____ Zip _____ Countr _____
1.9 Is the Business Entity a Minority Community Based Organization (MCBO)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
1.10 Identify current Key Employees of the Business Entity. Attach additional pages if necessary.	
Name	Title
Name	Title
Name	Title
Name	Title
1.11 Identify current Trustees/Board Members of the Business Entity. Attach additional pages if necessary.	
Name	Title
Name	Title
Name	Title
Name	Title

II. AFFILIATES AND JOINT VENTURE RELATIONSHIPS

2.0 Does the Business Entity have any Affiliates? Attach additional pages if necessary (If no, proceed to Section III)		<input type="checkbox"/> Yes <input type="checkbox"/> No
Affiliate Name	Affiliate EIN (If available)	Affiliate's Primary Business Activity
Explain relationship with the Affiliate and indicate percent ownership, if applicable (enter N/A, if not applicable):		

II. AFFILIATES AND JOINT VENTURE RELATIONSHIPS

Are there any Business Entity Officials or Principal Owners that the Business Entity has in common with this Affiliate? Yes No

Individual's Name

Position/Title with Affiliate

III. CONTRACT HISTORY

3.0 Has the Business Entity held any contracts with New York State government entities in the last three (3) years? If "Yes," attach a list including the Contract Number, Agency Name, Contract Amount, Contract Start Date, Contract End Date, and the Contract Yes No

IV. INTEGRITY – CONTRACT BIDDING

Within the past five (5) years, has the Business Entity or any Affiliate

4.0 Been suspended or debarred from any government contracting process or been disqualified on any government procurement? Yes No

4.1 Been subject to a denial or revocation of a government prequalification? Yes No

4.2 Been denied a contract or had a bid rejected based upon a finding of non-responsibility by a government entity? Yes No

4.3 Agreed to a voluntary exclusion from bidding/contracting with a government entity? Yes No

4.4 Initiated a request to withdraw a bid submitted to a government entity or made any claim of an error on a bid submitted to a government entity? Yes No

For each "Yes" answer, provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

V. INTEGRITY – CONTRACT AWARD

Within the past five (5) years, has the Business Entity or any Affiliate

5.0 Been suspended, cancelled or terminated for cause on any government contract? Yes No

5.1 Been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any government contract? Yes No

5.2 Entered into a formal monitoring agreement as a condition of a contract award from a Yes No

For each "Yes" answer, provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

VI. CERTIFICATIONS/LICENSES

6.0 Within the past five (5) years, has the Business Entity or any Affiliate had a revocation, suspension or disbarment of any business or professional permit and/or license? Yes No

If "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

VII. LEGAL PROCEEDINGS	
<i>Within the past five (5) years, has the Business Entity or any Affiliate</i>	
7.0 Been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.1 Been the subject of an indictment, grant of immunity, judgment or conviction (including entering into a plea bargain) for conduct constituting a crime?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.2 Received any OSHA citation and Notification of Penalty containing a violation classified as serious or willful?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.3 Had any New York State Labor Law violation deemed willful?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.4 Entered into a consent order with the New York State Department of Environmental Conservation, or a federal, state or local government enforcement determination involving a violation of federal, state or local environmental laws?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.5 Other than the previously disclosed: (i) Been subject to the imposition of a fine or penalty in excess of \$1,000, imposed by any government entity as a result of the issuance of citation, summons or notice of violation, or pursuant to any administrative, regulatory, or judicial determination; or (ii) Been charged or convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by any government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
For each "Yes" answer, provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

VIII. LEADERSHIP INTEGRITY	
<i>Note: If the Business Entity is a Joint Venture, answer 'N/A- Not Applicable' to questions 8.0 through 8.4.</i>	
<i>Within the past five (5) years, has any individual previously identified, any other Key Employees not previously identified or any individual having the authority to sign execute or approve bids, proposals, contracts or supporting documentation with New York State been subject to</i>	
8.0 A sanction imposed relative to any business or professional permit and/or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.1 An investigation, whether open or closed, by any government entity for a civil or criminal violation for any business related conduct?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.2 An indictment, grant of immunity, judgment, or conviction of any business related conduct constituting a crime including, but not limited to, fraud, extortion, bribery, racketeering, price fixing, bid collusion or any crime related to truthfulness?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.3 Misdemeanor or felony charge, indictment or conviction for: (i) any business-related activity including but not limited to fraud, coercion, extortion, bribe or bribe-receiving, giving or accepting unlawful gratuities, immigration or tax fraud, racketeering, mail fraud, wire fraud, price fixing or collusive bidding; or (ii) any crime, whether or not business related, the underlying conduct of which related to truthfulness, including but not limited to the filing of false documents or false sworn statements, perjury or larceny?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.4 A debarment from any government contracting process?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

VIII. LEADERSHIP INTEGRITY

Note: If the Business Entity is a Joint Venture, answer 'N/A- Not Applicable' to questions 8.0 through 8.4.

Within the past five (5) years, has any individual previously identified, any other Key Employees not previously identified or any individual having the authority to sign execute or approve bids, proposals, contracts or supporting documentation with New York State been subject to

For each "Yes" answer, provide an explanation of the issue(s), the individual involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

IX. FINANCIAL AND ORGANIZATIONAL CAPACITY

9.0 Within the past five (5) years, has the Business Entity or any Affiliates received any formal unsatisfactory performance assessment(s) from any government entity on any Yes No

If "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

9.1 Within the past five (5) years, has the Business Entity or any Affiliates had any liquidated damages assessed over \$25,000? Yes No

If "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the contracting party involved, the amount assessed and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

9.2 Within the past five (5) years, has the Business Entity or any Affiliates had any liens, claims or judgments over \$15,000 filed against the Business Entity which remain undischarged or were unsatisfied for more than 120 days? Yes No

If "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the lien holder or claimant's name(s), the amount of the lien(s), claim(s), or judgments(s) and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

9.3 Within the last seven (7) years, has the Business Entity or any Affiliate initiated or been the subject of any bankruptcy proceedings, whether or not closed, regardless of the date of filing, or is any bankruptcy proceeding pending? Yes No

If "Yes," provide the Business Entity involved, the relationship to the submitting Business Entity, the Bankruptcy Chapter Number, the Court name, the Docket Number. Indicate the current status of the proceedings as "Initiated," "Pending" or "Closed." Provide answer below or attach additional sheets with numbered responses.

9.4 During the past three (3) years, has the Business Entity and any Affiliates failed to file or pay any tax returns required by federal, state or local tax laws? Yes No

If "Yes," provide the Business Entity involved, the relationship to the submitting Business Entity, the taxing jurisdiction (federal, state or other), the type of tax, the liability year(s), the Tax Liability amount the Business Entity failed to file/pay, and the current status of the Tax Liability. Provide answer below or attach additional sheets with numbered responses.

9.5 During the past three (3) years, has the Business Entity and any Affiliates failed to file or pay any New York State unemployment insurance returns? Yes No

IX. FINANCIAL AND ORGANIZATIONAL CAPACITY

If “Yes,” provide the Business Entity involved, the relationship to the submitting Business Entity, the year(s) the Business Entity failed to file/pay the insurance, explain the situation, and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

9.6 During the past three (3) years, has the Business Entity or any Affiliates had any government audits?

If “Yes,” did any audit reveal material weaknesses in the Business Entity’s system of internal controls

If “Yes,” did any audit reveal non-compliance with contractual agreements or any material disallowance (if not previously disclosed in 9.6)?

- Yes No
- Yes No
- Yes No

For each “Yes” answer, provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

X. FREEDOM OF INFORMATION LAW (FOIL)

10.0 Indicate whether any information supplied herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL). Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL.

- Yes No

Indicate the question number(s) and explain the basis for your claim.

Certification

The undersigned: (1) recognizes that this questionnaire is submitted for the express purpose of assisting New York State government entities (including the Office of the State Comptroller (OSC)) in making responsibility determinations regarding award or approval of a contract or subcontract and that such government entities will rely on information disclosed in the questionnaire in making responsibility determinations; (2) acknowledges that the New York State government entities and OSC may, in their discretion, by means which they may choose, verify the truth and accuracy of all statements made herein; and (3) acknowledges that intentional submission of false or misleading information may result in criminal penalties under State and/or Federal Law, as well as a finding of non-responsibility, contract suspension or contract termination.

The undersigned certifies that he/she:

- is knowledgeable about the submitting Business Entity's business and operations;
- has read and understands all of the questions contained in the questionnaire;
- has not altered the content of the questionnaire in any manner;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of his/her knowledge, information and belief, confirms that the Business Entity's responses are true, accurate and complete, including all attachments, if applicable;
- understands that New York State government entities will rely on the information disclosed in the questionnaire when entering into a contract with the Business Entity; and
- is under an obligation to update the information provided herein to include any material changes to the Business Entity's responses at the time of bid/proposal submission through the contract award notification, and may be required to update the information at the request of the New York State government entities or OSC prior to the award and/or approval of a contract, or during the term of the contract.

Signature of
Owner/Official
Printed Name of
Signatory

Title

Name of Business

Address

City, State, Zip

Sworn to before me this _____ day of _____, 20____;

_____ Notary Public

**ATTACHMENT 9:
VENDOR RESPONSIBILITY QUESTIONNAIRE [FOR-PROFIT BUSINESS ENTITY]**

Vendors are invited to file the required Vendor Responsibility Questionnaire online via the New York State VendRep System or may choose to complete and submit a paper questionnaire. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at www.osc.state.ny.us/vendrep or go directly to the VendRep System online at <https://portal.osc.state.ny.us>. For direct VendRep System user assistance, the OSC Help Desk may be reached at 866-370-4672 or 518-408-4672 or by e-mail at ciohelpdesk@osc.state.ny.us. Vendors opting to file a paper questionnaire can complete the Vendor Responsibility Questionnaire.

You have selected the For-Profit Non-Construction questionnaire which may be printed and completed in this format or, for your convenience, may be completed online using the New York State VendRep System.

COMPLETION & CERTIFICATION

The person(s) completing the questionnaire must be knowledgeable about the Vendor's business and operations. An owner or officer must certify the questionnaire and the signature must be notarized.

NEW YORK STATE VENDOR IDENTIFICATION NUMBER (VENDOR ID)

The Vendor ID is a ten-digit identifier issued by New York State when the Vendor is registered on the Statewide Vendor File. This number must now be included on the questionnaire. If the business entity has not obtained a Vendor ID, contact the OSC Help Desk at ciohelpdesk@osc.state.ny.us or call 866-370-4672.

DEFINITIONS

All underlined terms are defined in the "New York State Vendor Responsibility Definitions List," found at www.osc.state.ny.us/vendrep/documents/questionnaire/definitions.pdf. These terms may not have their ordinary, common or traditional meanings. Each Vendor is strongly encouraged to read the respective definitions for any and all underlined terms. By submitting this questionnaire, the Vendor agrees to be bound by the terms as defined in the "New York State Vendor Responsibility Definitions List" existing at the time of certification.

RESPONSES

Every question must be answered. Each response must provide all relevant information which can be obtained within the limits of the law. However, information regarding a determination or finding made in error which was subsequently corrected is not required. Individuals and Sole Proprietors may use a Social Security Number but are encouraged to obtain and use a federal Employer Identification Number (EIN).

REPORTING ENTITY

Each Vendor must indicate if the questionnaire is filed on behalf of the entire Legal Business Entity or an Organizational Unit within or operating under the authority of the Legal Business Entity and having the same EIN. Generally, the Organizational Unit option may be appropriate for a Vendor that meets the definition of "Reporting Entity" but due to the size and complexity of the Legal Business Entity, is best able to provide the required information for the Organizational Unit, while providing more limited information for other parts of the Legal Business Entity and Associated Entities.

ASSOCIATED ENTITY

An Associated Entity is one that owns or controls the Reporting Entity or any entity owned or controlled by the Reporting Entity. However, the term Associated Entity does **not** include "sibling organizations" (i.e., entities owned or controlled by a parent company that owns or controls the Reporting Entity), unless such sibling entity has a direct relationship with or impact on the Reporting Entity.

STRUCTURE OF THE QUESTIONNAIRE

The questionnaire is organized into eleven sections. Section I is to be completed for the Legal Business Entity. Section II requires the Vendor to specify the Reporting Entity for the questionnaire. Section III refers to the individuals of the Reporting Entity, while Sections IV-VIII require information about the Reporting Entity. Section IX pertains to any Associated Entities, with one question about their Officials/Owners. Section X relates to disclosure under the Freedom of Information Law (FOIL). Section XI requires an authorized contact for the questionnaire information.

I. LEGAL BUSINESS ENTITY INFORMATION

<u>Legal Business Entity Name</u> ¹		<u>EIN</u>	
Address of the <u>Principal Place of Business</u> (street, city, state, zip code)		<u>New York State Vendor Identification Number</u>	
		Telephone ext.	Fax
E-mail		Website	
Additional <u>Legal Business Entity</u> Identities: If applicable, list any other <u>DBA</u> , <u>Trade Name</u> , <u>Former Name</u> , Other Identity, or <u>EIN</u> used in the last five (5) years and the status (active or inactive).			
Type	Name	EIN	Status
1.0 <u>Legal Business Entity</u> Type – Check appropriate box and provide additional information:			
<input type="checkbox"/> <u>Corporation</u> (including <u>PC</u>)		Date of Incorporation	
<input type="checkbox"/> <u>Limited Liability Company (LLC or PLLC)</u>		Date of Organization	
<input type="checkbox"/> <u>Partnership</u> (including <u>LLP</u> , <u>LP</u> or <u>General</u>)		Date of Registration or Establishment	
<input type="checkbox"/> <u>Sole Proprietor</u>		How many years in business?	
<input type="checkbox"/> Other		Date Established	
If Other, explain:			
1.1 Was the <u>Legal Business Entity</u> formed or incorporated in New York State?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If 'No,' indicate jurisdiction where <u>Legal Business Entity</u> was formed or incorporated and attach a <u>Certificate of Good Standing</u> from the applicable jurisdiction or provide an explanation if a <u>Certificate of Good Standing</u>			
<input type="checkbox"/> United States State _____			
<input type="checkbox"/> Other Country _____			
Explain, if not available:			
1.2 Is the <u>Legal Business Entity</u> publicly traded?			<input type="checkbox"/> Yes <input type="checkbox"/> No

¹All underlined terms are defined in the “New York State Vendor Responsibility Definitions List,” which can be found at www.osc.state.ny.us/vendrep/documents/questionnaire/definitions.pdf.

I. LEGAL BUSINESS ENTITY INFORMATION

If “Yes,” provide CIK Code or Ticker Symbol

1.3 Does the Legal Business Entity have a DUNS Number?

Yes No

If “Yes,” Enter DUNS Number

1.4 If the Legal Business Entity’s Principal Place of Business is not in New York State, does the Legal Business Entity maintain an office in New York State?
(Select “N/A,” if Principal Place of Business is in New York State.)

Yes No
 N/A

If “Yes,” provide the address and telephone number for one office located in New York State.

1.5 Is the Legal Business Entity a New York State certified Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), New York State Small Business (SB) or a federally certified Disadvantaged Business Enterprise (DBE)?

Yes No

If “Yes,” check all that apply:

- New York State certified Minority-Owned Business Enterprise (MBE)
- New York State certified Women-Owned Business Enterprise (WBE)
- New York State Small Business (SB)
- Federally certified Disadvantaged Business Enterprise (DBE)

1.6 Identify Officials and Principal Owners, if applicable. For each person, include name, title and percentage of ownership. Attach additional pages if necessary. If applicable, reference to relevant SEC filing(s) containing the required information is optional.

Name	Title	Percentage Ownership (Enter 0% if not applicable)

II. REPORTING ENTITY INFORMATION

2.0 The Reporting Entity for this questionnaire is:

Note: Select only one.

Legal Business Entity

Note: If selecting this option, "Reporting Entity" refers to the entire Legal Business Entity for the remainder of the questionnaire. (SKIP THE REMAINDER OF SECTION II AND PROCEED WITH SECTION III.)

Organizational Unit within and operating under the authority of the Legal Business Entity

SEE DEFINITIONS OF "REPORTING ENTITY" AND "ORGANIZATIONAL UNIT" FOR ADDITIONAL INFORMATION ON CRITERIA TO QUALIFY FOR THIS SELECTION.

Note: If selecting this option, "Reporting Entity" refers to the Organizational Unit within the Legal Business Entity for the remainder of the questionnaire. (COMPLETE THE REMAINDER OF SECTION II AND ALL REMAINING SECTIONS OF THIS QUESTIONNAIRE.)

IDENTIFYING INFORMATION

a) Reporting Entity Name

Address of the Primary Place of Business (street, city, state, zip code)

Telephone

ext.

b) Describe the relationship of the Reporting Entity to the Legal Business Entity

c) Attach an organizational chart

d) Does the Reporting Entity have a DUNS Number?

Yes No

If "Yes," enter DUNS Number

e) Identify the designated manager(s) responsible for the business of the Reporting Entity.
For each person, include name and title. Attach additional pages if necessary.

Name

Title

INSTRUCTIONS FOR SECTIONS III THROUGH VII

For each “Yes,” provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s). For each “Other,” provide an explanation which provides the basis for not definitively responding “Yes” or “No.” Provide the explanation at the end of the section or attach additional sheets with numbered responses, including the Reporting Entity name at the top of any attached pages.

III. LEADERSHIP INTEGRITY <i>Within the past five (5) years, has any current or former reporting entity official or any individual currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the reporting entity with any government entity been:</i>	
3.0 <u>Sanctioned</u> relative to any business or professional permit and/or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
3.1 <u>Suspended, debarred, or disqualified</u> from any <u>government contracting process</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
3.2 The subject of an <u>investigation</u> , whether open or closed, by any <u>government entity</u> for a civil or criminal violation for any business-related conduct?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
3.3 Charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a <u>judgment</u> for: a) Any business-related activity; or b) Any crime, whether or not business-related, the underlying conduct of which was related to truthfulness?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
For each “Yes” or “Other” explain:	

IV. INTEGRITY – CONTRACT BIDDING <i>Within the past five (5) years, has the reporting entity:</i>	
4.0 Been <u>suspended</u> or <u>debarred</u> from any <u>government contracting process</u> or been <u>disqualified</u> on any government procurement, permit, license, concession, franchise or lease, including, but not limited to, <u>debarment</u> for a violation of New York State Workers’ Compensation or Prevailing Wage laws or New York State Procurement Lobbying Law?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.1 Been subject to a denial or revocation of a government prequalification?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.2 Been denied a contract award or had a bid rejected based upon a <u>non-responsibility finding</u> by a <u>government entity</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.3 Had a low bid rejected on a <u>government contract</u> for failure to <u>make good faith efforts</u> on any <u>Minority-Owned Business Enterprise, Women-Owned Business Enterprise or Disadvantaged Business Enterprise</u> goal or <u>statutory affirmative action requirements</u> on a previously held contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.4 Agreed to a voluntary exclusion from bidding/contracting with a <u>government entity</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.5 Initiated a request to withdraw a bid submitted to a <u>government entity</u> in lieu of responding to an information request or subsequent to a formal request to appear before the <u>government entity</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No

For each "Yes," explain:

V. INTEGRITY – CONTRACT AWARD

Within the past five (5) years, has the reporting entity:

5.0 Been <u>suspended</u> , cancelled or <u>terminated for cause</u> on any <u>government contract</u> including, but not limited to, a <u>non-responsibility finding</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.1 Been subject to an <u>administrative proceeding</u> or civil action seeking specific performance or restitution in connection with any <u>government contract</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.2 Entered into a formal monitoring agreement as a condition of a contract award from a <u>government entity</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No

For each "Yes," explain:

VI. CERTIFICATIONS/LICENSES

Within the past five (5) years, has the reporting entity:

6.0 Had a revocation, <u>suspension</u> or <u>disbarment</u> of any business or professional permit and/or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No
6.1 Had a denial, decertification, revocation or forfeiture of New York State certification of <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> or federal certification of <u>Disadvantaged Business Enterprise</u> status for other than a change of ownership?	<input type="checkbox"/> Yes <input type="checkbox"/> No

For each "Yes," explain:

VII. LEGAL PROCEEDINGS

Within the past five (5) years, has the reporting entity:

7.0 Been the subject of an <u>investigation</u> , whether open or closed, by any <u>government entity</u> for a civil or criminal violation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.1 Been the subject of an indictment, grant of immunity, <u>judgment</u> or conviction (including entering into a plea bargain) for conduct constituting a crime?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.2 Received any OSHA citation and Notification of Penalty containing a violation classified as <u>serious or willful</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.3 Had a <u>government entity</u> find a willful prevailing wage or supplemental payment violation or any other willful violation of New York State Labor Law?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.4 Entered into a consent order with the New York State Department of Environmental Conservation, or received an enforcement determination by any <u>government entity</u> involving a violation of federal, state or local environmental laws?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.5 Other than previously disclosed: a) Been subject to fines or penalties imposed by <u>government entities</u> which in the aggregate total \$25,000 or more; or b) Been convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by any <u>government entity</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No

For each "Yes," explain:

VIII. FINANCIAL AND ORGANIZATIONAL CAPACITY

8.0 Within the past five (5) years, has the Reporting Entity received any formal unsatisfactory performance assessment(s) from any government entity on any contract?

Yes No

If "Yes," provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

8.1 Within the past five (5) years, has the Reporting Entity had any liquidated damages assessed over \$25,000?

Yes No

If "Yes," provide an explanation of the issue(s), relevant dates, contracting party involved, the amount assessed and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

8.2 Within the past five (5) years, have any liens or judgments (not including UCC filings) over \$25,000 been filed against the Reporting Entity which remain undischarged?

Yes No

If "Yes," provide an explanation of the issue(s), relevant dates, the Lien holder or Claimant's name(s), the amount of the lien(s) and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

8.3 In the last seven (7) years, has the Reporting Entity initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?

Yes No

If "Yes," provide the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as "Initiated," "Pending" or "Closed." Provide answer below or attach additional sheets with numbered responses.

8.4 During the past three (3) years, has the Reporting Entity failed to file or pay any tax returns required by federal, state or local tax laws?

Yes No

If "Yes," provide the taxing jurisdiction, the type of tax, the liability year(s), the tax liability amount the Reporting Entity failed to file/pay and the current status of the tax liability. Provide answer below or attach additional sheets with numbered responses.

8.5 During the past three (3) years, has the Reporting Entity failed to file or pay any New York State unemployment insurance returns?

Yes No

If "Yes," provide the years the Reporting Entity failed to file/pay the insurance, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

VIII. FINANCIAL AND ORGANIZATIONAL CAPACITY

8.6 During the past three (3) years, has the Reporting Entity had any government audit(s) completed? Yes No

a) If “Yes,” did any audit of the Reporting Entity identify any reported significant deficiencies in internal control, fraud, illegal acts, significant violations of provisions of contract or grant agreements, significant abuse or any material disallowance? Yes No

If “Yes” to 8.6 a), provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

IX. ASSOCIATED ENTITIES

This section pertains to any entity(ies) that either controls or is controlled by the reporting entity. (See definition of “associated entity” for additional information to complete this section.)

9.0 Does the Reporting Entity have any Associated Entities? Yes No
 Note: All questions in this section must be answered if the Reporting Entity is either:
 – An Organizational Unit; or
 – The entire Legal Business Entity which controls, or is controlled by, any other entity(ies).
 If “No,” SKIP THE REMAINDER OF SECTION IX AND PROCEED WITH SECTION X.

9.1 Within the past five (5) years, has any Associated Entity Official or Principal Owner been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a judgment for:
 a) Any business-related activity; or
 b) Any crime, whether or not business-related, the underlying conduct of which was related to truthfulness? Yes No

If “Yes,” provide an explanation of the issue(s), the individual involved, his/her title and role in the Associated Entity, his/her relationship to the Reporting Entity, relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).

9.2 Does any Associated Entity have any currently undischarged federal, New York State, New York City or New York local government liens or judgments (not including UCC filings) over \$50,000? Yes No

If “Yes,” provide an explanation of the issue(s), identify the Associated Entity’s name(s), EIN(s), primary business activity, relationship to the Reporting Entity, relevant dates, the Lien holder or Claimant’s name(s), the amount of the lien(s) and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

9.3 Within the past five (5) years, has any Associated Entity:

a) Been disqualified, suspended or debarred from any federal, New York State, New York City or other New York local government contracting process? Yes No

IX. ASSOCIATED ENTITIES

This section pertains to any entity(ies) that either controls or is controlled by the reporting entity. (See definition of "associated entity" for additional information to complete this section.)

b) Been denied a contract award or had a bid rejected based upon a <u>non-responsibility finding</u> by any <u>federal</u> , New York State, New York City, or New York local <u>government entity</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
c) Been <u>suspended</u> , <u>cancelled</u> or <u>terminated for cause</u> (including for <u>non-responsibility</u>) on any <u>federal</u> , New York State, New York City or New York local <u>government contract</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
d) Been the subject of an <u>investigation</u> , whether open or closed, by any <u>federal</u> , New York State, New York City, or New York local <u>government entity</u> for a civil or criminal violation with a penalty in excess of \$500,000?	<input type="checkbox"/> Yes <input type="checkbox"/> No
e) Been the subject of an indictment, grant of immunity, <u>judgment</u> , or conviction (including entering into a plea bargain) for conduct constituting a crime?	<input type="checkbox"/> Yes <input type="checkbox"/> No
f) Been convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by any <u>federal</u> , New York State, New York City, or New York local <u>government entity</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
g) Initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?	<input type="checkbox"/> Yes <input type="checkbox"/> No
For each "Yes," provide an explanation of the issue(s), identify the <u>Associated Entity's</u> name(s), <u>EIN(s)</u> , primary business activity, relationship to the <u>Reporting Entity</u> , relevant dates, the <u>government entity</u> involved, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

X. FREEDOM OF INFORMATION LAW (FOIL)

10. Indicate whether any information supplied herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL). Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL.	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," indicate the question number(s) and explain the basis for the claim.	

XI. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE

Name	Telephone	Fax
	ext.	
Title	E-mail	

Certification

The undersigned: (1) recognizes that this questionnaire is submitted for the express purpose of assisting New York State government entities (including the Office of the State Comptroller (OSC)) in making responsibility determinations regarding award or approval of a contract or subcontract and that such government entities will rely on information disclosed in the questionnaire in making responsibility determinations; (2) acknowledges that the New York State government entities and OSC may, in their discretion, by means which they may choose, verify the truth and accuracy of all statements made herein; and (3) acknowledges that intentional submission of false or misleading information may result in criminal penalties under State and/or Federal Law, as well as a finding of non-responsibility, contract suspension or contract termination.

The undersigned certifies that he/she:

- is knowledgeable about the submitting Business Entity's business and operations;
- has read and understands all of the questions contained in the questionnaire;
- has not altered the content of the questionnaire in any manner;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of his/her knowledge, information and belief, confirms that the Business Entity's responses are true, accurate and complete, including all attachments, if applicable;
- understands that New York State government entities will rely on the information disclosed in the questionnaire when entering into a contract with the Business Entity; and
- is under an obligation to update the information provided herein to include any material changes to the Business Entity's responses at the time of bid/proposal submission through the contract award notification, and may be required to update the information at the request of the New York State government entities or OSC prior to the award and/or approval of a contract, or during the term of the contract.

Signature of
Owner/Official _____
Printed Name of
Signatory _____

Title _____

Name of Business _____

Address _____

City, State, Zip _____

Sworn to before me this _____ day of _____, 20____;

_____ Notary Public

**ATTACHMENT 10:
NON-COLLUSIVE BIDDING CERTIFICATION**

Non-Collusive Bidding Certification-1

**NON-COLLUSIVE BIDDING CERTIFICATION REQUIRED BY SECTION 139-D
OF THE STATE FINANCE LAW**

SECTION 139-D, Statement of Non-Collusion in bids to the State:

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], [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:

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT.]

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 of partnership.

Non-Collusive Bidding Certification 2

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

NAMES OF PARTNERS OR PRINCIPALS	LEGAL RESIDENCE
_____	_____
_____	_____
_____	_____
_____	_____

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

	NAME	LEGAL RESIDENCE
President:		
Secretary:		
Treasurer:		
President:		
Secretary:		
Treasurer:		

Non-Collusive Bidding Certification-3

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

Potential Contractor(s): _____

Name: _____
If applicable, responsible corporate officer

Title: _____

Address: _____

Telephone: _____

Potential Contractor(s): _____

**ATTACHMENT 11:
PROCUREMENT LOBBYING SUBMISSIONS**

- **Form 1**: Offerer's Affirmation of Understanding of an Agreement Pursuant to State Finance Law §139-j (3) and §139-j (6) (b)
- **Form 2**: Offerer's Disclosure of Prior Non-Responsibility Determinations
- **Form 3**: Offerer's Certification of Compliance with State Finance Law §139-k

FORM 1: OFFERER'S AFFIRMATION OF UNDERSTANDING OF AN 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: _____

FORM 2: OFFERER'S DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS

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 <http://www.ogs.state.ny.us/procurecounc/pdfdoc/BestPractice.pdf>.

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

Address: _____

Name and Title of Person Submitting this Form: _____

Contract Procurement Number: _____

Date: _____

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

No Yes

If yes, please answer the next questions:

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

No Yes

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

No Yes

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

Governmental Entity:

Date of Finding of Non-responsibility:

Basis of Finding of Non-Responsibility:

(Add additional pages as necessary)

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

No Yes

6. If yes, please provide details below.

Governmental Entity: _____

Date of Termination or Withholding of Contract:

Basis of Termination or Withholding:

(Add additional pages as necessary)

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

By: _____ Date: _____
Signature

Name: _____ (Please print)

Title: _____ (Please print)

FORM 3: 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:	_____

**ATTACHMENT 12:
ENCOURAGING USE OF NEW YORK STATE BUSINESSES IN CONTRACT
PERFORMANCE**

**ATTACHMENT 13:
CONTRACTOR CERTIFICATIONS PURSUANT TO SECTION 5A OF TAX LAW**

Forms Required:

- ST-220-CA
- ST-220-CD



New York State Department of Taxation and Finance

Contractor Certification to Covered Agency

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

ST-220-CA

(6/06)

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

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

I, _____, hereby affirm, under penalty of perjury, that I am _____

(name)

(title)

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

(Mark an X in only one box)

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

The contractor has previously filed Form ST-220-TD with the Tax Department in connection with _____

(insert contract number or description)

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

Sworn to this ____ day of _____, 20 ____

(sign before a notary public)

(title)

Instructions

General information

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

If you have questions, please call our information center at 1 800 688-2931.

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

When to complete this form

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

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

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



New York State Department of Taxation and Finance

Contractor Certification

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

ST-220-TD

(5/07)

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

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

General information

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

All sections must be completed including all fields on the top of this page, all sections on page 2, Schedule A on page 3, if applicable, and Individual, Corporation, Partnership, or LLC Acknowledgement on page 4. If you do not complete these areas, the form will be returned to you for completion.

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

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

Mail completed form to:

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

Privacy notification

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

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

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

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

This information is maintained by the Director of Records Management and Data Entry, NYS Tax Department, W A Harriman Campus, Albany NY 12227.

Need help?

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

**ATTACHMENT 14:
CONTRACTOR AND CONSULTANT DISCLOSURE FORMS**

- **Form A: State Consultant Services – Contractor’s Planned Employment**
- **Addendum Acknowledging Form B**
- **Form B: Contractor’s Annual Employment Record**

Consultant Disclosure Forms

Background:

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

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

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

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

Instructions:

FORM A:

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

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

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

Submit completed Form A within 48 hours of notification of selection for award to DCJS at the address listed below.

FORM B:

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

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

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

Submit the completed Form B by May 15 for the period April 1 through March 31, and annually by May 15th thereafter for each State fiscal year (or portion thereof) the contract is in effect, as follows:

To DCJS as the Contracting Agency:

By mail: NYS Division of Criminal Justice Services
Attn: Office of Financial Services, 10th Floor
Alfred E. Smith Office Building
80 South Swan Street
Albany, NY 12210-8001

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

By mail: NYS Office of the State Comptroller
Bureau of Contracts
110 State Street, 11th Floor
Albany, NY 12236
Attn: Consultant Reporting

By fax: (518) 474-8030 or (518) 473-8808

To DCS:

By mail: NYS Department of Civil Service
ESP, Agency Building 1
20th Floor
Albany, NY 12239

ADDENDUM ACKNOWLEDGING FORM B

Pursuant to State Finance Law §163(4)(g), Vendor agrees to annually submit Form B, State Consultant Services Contractor’s Annual Employment Report to DCJS, the NYS Office of the Comptroller and NYS Department of Civil Service. A copy of Form B and instructions are attached.

The State Consultant Services Contractor’s Annual Employment Report (Form B) must be submitted each year the contract is in effect and will capture actual employment data for the most recently concluded fiscal year April 1, 2017 to March 31, 2018. The first report is due May 15, 2018 and thereafter May 15th of each year.

The Vendor agrees to simultaneously report such information to the NYS Division of Criminal Justice Services, the NYS Office of the State Comptroller and the NYS Department of Civil Service as designated below:

NYS Division of Criminal Justice Services Attn: Office of Financial Services, 10 th Floor Alfred E. Smith Building 80 South Swan Street Albany, NY 12210-8001	Office of the State Comptroller Bureau of Contracts 110 State Street, 11 th Floor Albany, NY 12236 Attn: Consultant Reporting By fax: (518) 474-8030 or (518) 473-8808	NYS Department of Civil Service Attn: Consultant Reporting Empire State Plaza Swan Street Bldg. 1 Albany, NY 12210
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 Authorized Signature

 Date

 Name (Please print)

 Title (Please print)

ACKNOWLEDGEMENT CLAUSE

State of New York)
) ss.:
 County of Albany)

On this ____ day of _____, 20____, before me personally came _____, to me known, who being duly sworn, deposes and says that (s)he is the _____ of the _____, the entity which executed the instrument; that (s)he was authorized by and did execute the same at the direction of said entity and that (s)he signed his/her name thereto.

 Notary Public

FORM B

New York State Consultant Services Contractor's Annual Employment Report Report Period: April 1, to March 31,

Contracting State Agency Name: Office of the State Comptroller	
Contract Number:	Agency Business Unit: DCJ01
Contract Term: / / to / /	Agency Department ID: 01490
Contractor Name:	
Contractor Address:	
Description of Services Being Provided:	

Scope of Contract (Choose one that best fits):

Analysis Evaluation Research Training
 Data Processing Computer Programming Other IT consulting
 Engineering Architect Services Surveying Environmental Services
 Health Services Mental Health Services
 Accounting Auditing Paralegal Legal Other Consulting

Employment Category	Number of Employees	Number of Hours Worked	Amount Payable Under the Contract
Total this page	0	0	\$ 0.00
Grand Total			

Name of person who prepared this report: _____

Title: _____ Phone #: _____

Preparer's Signature: _____

Date Prepared: / /

(Use additional pages, if necessary) _____ Page of

**ATTACHMENT 15:
MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES FORMS**

Contractors must document "good faith efforts" to provide meaningful participation by New York State Certified M/WBE subcontractors or suppliers in the performance of this contract. Criteria for demonstrating "good faith efforts" can be any of the following and should be maintained by the Contractor for audit purposes:

1. A completed, acceptable Utilization Proposal form
2. Copies of relevant plans provided to MWBEs specifying terms and conditions of contract
3. Copies of advertisements for solicitations which should be placed in appropriate general circulation, trade and minority & women oriented publications
4. Written solicitations made to certified M/WBEs listed in the directory
5. Documented evidence that the Contractor has contacted all M/WBE's who have expressed interest

Form 1: M/WBE and EEO Policy Statement

Form 2: M/WBE Utilization Plan

Form 3: W/WBE Staffing Plan

Form 1: Minority and Women-Owned Business Enterprises – Equal Employment Opportunity Policy Statement

M/WBE AND EEO POLICY STATEMENT

I, _____, the (awardee/Contractor) _____ agree to adopt the following Minority and Women-Owned Business Enterprises and Equal Employment Opportunity policies with respect to the Fidelity System Consultant RFP rendered for the New York Division of Criminal Justice Services.

MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES (M/WBE)

This organization will and will cause its Contractors and subcontractors to take good faith actions to achieve the M/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE Contractor associations;
- (2) Request a list of State-certified M/WBEs from AGENCY and solicit bids from them directly;
- (3) 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;
- (4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE Contractors to enhance their participation;
- (5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. The Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals; and
- (6) 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.

EQUAL EMPLOYMENT OPPORTUNITY (EEO)

- (1) This organization 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.
- (2) 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.
- (3) 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.

(4) The Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. The 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.

(5) 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.

M/WBE Contract Goals

30% Minority and Women's Business Enterprise Participation

25% Minority Business Enterprise Participation

5% Women's Business Enterprise Participation

_____ is designated by _____ as the Designated Liaison responsible for administering the Minority and Women-Owned Business Enterprises- Equal Employment Opportunity (M/WBE-EEO) program.

CONTRACTOR

By: _____

Title: _____

Date: _____

CONTRACTOR ACKNOWLEDGEMENT

STATE OF _____ }
COUNTY OF _____ }

On the ___ day of _____ in the year 2017, 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/she resides at _____, Town/City of _____, County of _____, State of _____; and further that he/she is _____ a duly authorized officer of _____; that s/he is authorized to execute the foregoing instrument on behalf of [CONTRACTOR] for purposes set forth therein; and that, pursuant to that authority, s/he executed the foregoing instrument in the name of and on behalf of said company as the act and deed of said company.

Notary Public

Form 2: MWBE Utilization Plan

Form 2: MWBE Utilization Plan								
Contractor			Contact Person					
Address			Telephone No.					
State	Zip Code		E-mail					
Proposed Contract \$								
Project Name/Bid Title								
Participation Goals Anticipated: (Enter anticipated total % of dollar amount to be spent with identified MBEs and/or WBEs at the start of the contract) <table style="float: right; border: none;"> <tr> <td style="text-align: right;">MBE</td> <td style="text-align: right;">%</td> </tr> <tr> <td style="text-align: right;">WBE</td> <td style="text-align: right;">%</td> </tr> </table>					MBE	%	WBE	%
MBE	%							
WBE	%							
In the section below please list Certified M/WBE Subcontractors/Suppliers your firm proposes to use								
Subcontractor Name and Address	Description of Services	Amount	Date of Subcont	Identify whether MBE or WBE				
		\$		<input type="checkbox"/> MBE <input type="checkbox"/> WBE				
		\$		<input type="checkbox"/> MBE <input type="checkbox"/> WBE				
		\$		<input type="checkbox"/> MBE <input type="checkbox"/> WBE				
		\$		<input type="checkbox"/> MBE <input type="checkbox"/> WBE				
		\$		<input type="checkbox"/> MBE <input type="checkbox"/> WBE				
		\$		<input type="checkbox"/> MBE <input type="checkbox"/> WBE				
Contractors Agreement: My firm proposes to use the MWBEs listed above.								
_____		_____		_____				
(Signature of Contractor)		(Printed Name)		(Date)				
Name of MWBE Liaison: _____								

Form 3: Staffing Plan

Submit with Bid or Proposal – Instructions on page 2

Solicitation No.:	Reporting Entity:	Report includes Contractor's/Subcontractor's: <input type="checkbox"/> Work force to be utilized on this contract <input type="checkbox"/> Total work force
Bidder / Applicant Name:		<input type="checkbox"/> Bidder / Applicant <input type="checkbox"/> Subcontractor Subcontractor's name _____ EEO Goal: MBE (Minority) _____% WBE (Women) _____%
Bidder / Applicant Address:		

Enter the total number of employees for each classification in each of the EEO-Job Categories identified

EEO-Job Category	Total Work force	Work force by Gender		Work force by race/Ethnic Identification														
		Total Male (M)	Total Female (F)	White (M) (F)		Black (M) (F)		Hispanic (M) (F)		Asian (M) (F)		Native American (M) (F)		Disabled (M) (F)		Veteran (M) (F)		
Officials/Administrators																		
Professionals																		
Technicians																		
Sales Workers																		
Office/Clerical																		
Craft Workers																		
Laborers																		
Service Workers																		
Temporary/Apprentices																		
Totals																		

PREPARED BY (Signature):	TELEPHONE NO.:	DATE:
	E-MAIL ADDRESS:	

NAME AND TITLE OF PREPARER (Print or Type):	Submit this completed form with your bid/proposal or program application. MWBE Liaison: _____
---	--

General instructions: All Bidders/applicants and each subcontractor identified in the bid or proposal must complete an EEO Staffing Plan and submit it as part of the bid or proposal package. Where the work force to be utilized in the performance of the State contract can be separated out from the Contractor's and/or subcontractor's total work force, the Offerer shall complete this form only for the anticipated work force to be utilized on the State contract. Where the work force to be utilized in the performance of the State contract cannot be separated out from the Contractor's and/or subcontractor's total work force, the Bidder shall complete this form for the Contractor's and/or subcontractor's total work force.

Instructions for completing:

1. Enter the Solicitation number that this report applies to along with the name and address of the applicant.
2. Check off the appropriate box to indicate if the applicant completing the report is the Contractor or a subcontractor.
3. Check off the appropriate box to indicate work force to be utilized on the contract or the Bidder/applicant's total work force.
4. Enter the total work force by EEO job category.
5. Break down the anticipated total work force by gender and enter under the heading 'Work force by Gender'
6. Break down the anticipated total work force by race/ethnic identification and enter under the heading 'Work force by Race/Ethnic Identification'.
7. Enter information on disabled or veterans included in the anticipated work force under the appropriate headings.
8. Enter the name, title, phone number and e-mail address for the person completing the form. Sign and date the form in the designated boxes.

RACE/ETHNIC IDENTIFICATION

Race/ethnic designations as used by the Equal Employment Opportunity Commission do not denote scientific definitions of anthropological origins. For the purposes of this form, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this survey are:

- **WHITE** > (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.
- **BLACK** > A person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.
- **HISPANIC** > A person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- **ASIAN & PACIFIC ISLANDER** > A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
- **NATIVE INDIAN (NATIVE AMERICAN/ALASKAN NATIVE)** > A person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

OTHER CATEGORIES

- **DISABLED INDIVIDUAL** > Any person who: has a physical or mental impairment that substantially limits one or more major life activity(ies)has a record of such an impairment; or is regarded as having such an impairment.
- **VIETNAM ERA VETERAN** > A veteran who served at any time between and including January 1, 1963 and May 7, 1975.

- **GENDER** > Male or Female

**ATTACHMENT 16:
USE OF SERVICE DISABLED VETERAN-OWNED BUSINESS ENTERPRISES IN CONTRACT
PERFORMANCE**

Attachment 16

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 https://ogs.ny.gov/Veterans/Docs/CertifiedNYS_SDVOB.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.

Bidders/proposers can demonstrate their commitment to the use of SDVOBs by responding to the questions below and including the responses with their bid/proposal:

Are you a Bidder/Proposer that is a NYS certified SDVOB? Yes ___ No ___

If yes, what is your DSDVBD Control #? _____

Will NYS certified SDVOBs be used in the performance of this contract?

Yes ___ No ___

If yes, identify the NYS certified SDVOBs that will be used below. (If additional space is required, please add to the table below).

SDVOB Name	SDVOB Address	DSDVBD Control #	Contract #
Nature of Participation	% of Total Work Performed	\$ Amount	

Contractor will report on **actual** participation by each SDVOB during the term of the contract to the contracting agency/authority on a quarterly basis according to policies and procedures set by the contracting agency/authority.

NOTE: Information about set asides for SDVOB participation in public procurement can be found <https://ogs.ny.gov/Veterans/> which provides guidance for State agencies in making determinations and administering set asides for procurements from SDVOBs.

**ATTACHMENT 17:
PROJECT LEAD'S REFERENCES**

Bidder must submit a minimum of three (3) professional references who will support and verify the proposed Project Lead's qualifications and experience delineated in the Attachment 4 response. Bidder may provide two (2) secondary optional references to be contacted in the event that the primary references are unavailable. Bidder should ensure that references provided can attest to the specific fidelity services described in the Scope of Work (Section 3.0).

DCJS will contact references of the proposed Project Lead from the top scoring Bidder prior to final award determination. In the event that any of the 3 references provided are unsatisfactory, DCJS will contact references for the proposed Project Lead of the next highest Bidder to make a final award determination.

Note: *The Bidder is solely responsible for providing references who are readily available to be contacted by DCJS and will respond to reference questions. If DCJS is unable to contact any of the three (3) primary references, DCJS reserves the right to contact any of the optional secondary references. In the event DCJS is unable to contact three (3) references, the Bidder will be provided **one** opportunity, with a deadline, to assist in obtaining cooperation from those references who have not responded.*

Project Lead's Name: _____

Primary Reference #1 (Required)	
Reference Information	
Name of Reference:	
Title of Reference:	
Entity/Business Name:	
Physical Address:	
Phone Number:	
E-mail Address:	
Website (optional):	
Description of Overall Services Rendered or Work Performed. Please be sure to describe your specific roles and responsibilities on associated work.	
<i>Response not to exceed this page plus 1 additional page.</i>	

Project Lead's Name: _____

Primary Reference #2 (Required)	
Reference Information	
Name of Reference:	
Title of Reference:	
Entity/Business Name:	
Physical Address:	
Phone Number:	
E-mail Address:	
Website (optional):	
Description of Overall Services Rendered or Work Performed. Please be sure to describe your specific roles and responsibilities on associated work.	
<i>Response not to exceed this page plus 1 additional page.</i>	

Project Lead's Name: _____

Primary Reference #3 (Required)	
Reference Information	
Name of Reference:	
Title of Reference:	
Entity/Business Name:	
Physical Address:	
Phone Number:	
E-mail Address:	
Website (optional):	
Description of Overall Services Rendered or Work Performed. Please be sure to describe your specific roles and responsibilities on associated work.	
<i>Response not to exceed this page plus 1 additional page.</i>	

Project Lead's Name: _____

Secondary Reference #1 (Optional)	
Reference Information	
Name of Reference:	
Title of Reference:	
Entity/Business Name:	
Physical Address:	
Phone Number:	
E-mail Address:	
Website (optional):	
Description of Overall Services Rendered or Work Performed. Please be sure to describe your specific roles and responsibilities on associated work.	
<i>Response not to exceed this page plus 1 additional page.</i>	

Project Lead's Name: _____

Secondary Reference #2 (Optional)	
Reference Information	
Name of Reference:	
Title of Reference:	
Entity/Business Name:	
Physical Address:	
Phone Number:	
E-mail Address:	
Website (optional):	
Description of Overall Services Rendered or Work Performed. Please be sure to describe your specific roles and responsibilities on associated work.	
<i>Response not to exceed this page plus 1 additional page.</i>	

**APPENDIX A:
STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS**

(January 2014)

PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.

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STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

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

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

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified

and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

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

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

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

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

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

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

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

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

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

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a Contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

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

address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

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

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the 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
e-mail: 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
e-mail: 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.

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**APPENDIX MWBE:
PARTICIPATION BY MINORITY GROUP MEMBERS & WOMEN REQUIREMENTS**

Appendix MWBE

I. General Provisions

- A. DCJS is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 (“MWBE Regulations”) for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. The Contractor agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to DCJS, to fully comply and cooperate with DCJS in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for certified minority and women-owned business enterprises (“MWBEs”). The Contractor’s demonstration of “good faith efforts” pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) or other applicable federal, state or local laws.
- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Section or enforcement proceedings as allowed by the Contract.

II. Contract Goals

- A. For purposes of this procurement, DCJS hereby establishes an overall goal of 30 % for Minority and Women-Owned Business Enterprises (“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 (collectively, “MWBE Contract Goals”) based on the current availability of qualified MBEs and WBEs.
- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in Section II-A hereof, the Contractor should reference the directory of New York State Certified MBWEs found at the following internet address: <https://ny.newnycontracts.com>.
- C. Additionally, the Contractor is encouraged to contact the Division of Minority and Woman Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.
- D. Where MWBE Contract Goals have been established herein, pursuant to 5 NYCRR

§142.8, the Contractor must document “good faith efforts” to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to DCJS for liquidated or other appropriate damages, as set forth herein.

III. Equal Employment Opportunity (EEO)

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

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

1. Contractor and subcontractor performing work on the Contract (“Subcontractor”) shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
2. The Contractor shall submit an EEO policy statement to DCJS within seventy-two (72) hours after the date of the notice by DCJS to award the Contract to the Contractor.
3. If the Contractor or Subcontractor does not have an existing EEO policy statement, DCJS may provide the Contractor or Subcontractor a model statement (see Form – Minority and Women-Owned Business Enterprises Equal Employment Opportunity Policy Statement).
4. The Contractor’s EEO policy statement shall include the following language:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
 - b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color,

national origin, sex, age, disability or marital status.

- c. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, 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.
- d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "E" of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each Subcontractor as to work in connection with the Contract.

C. Form - Staffing Plan

For contracts in excess of \$250,000, the Contractor has complied with the requirement to submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories.

D. Form - Workforce Employment Utilization Report ("Workforce Report")

- 1. During the term of Contract, the Contractor is responsible for updating and providing notice to DCJS of any changes to the previously submitted Staffing Plan. This information is to be submitted on a quarterly basis during the term of the contract to report the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted to report this information.
 - 2. Separate forms shall be completed by Contractor and any Subcontractor.
 - 3. In limited instances, the Contractor may not be able to separate out the workforce utilized in the performance of the Contract from the Contractor's and/or Subcontractor's total workforce. When a separation can be made, the Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from the Contractor's and/or Subcontractor's total workforce, the Contractor shall submit the Workforce Report and indicate that the information provided is the Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.
- E. The Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and Subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military

status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

IV. MWBE Utilization Plan

- A. The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan, by submitting evidence thereof through the New York State Contract System (“NYSCS”), which can be viewed at <https://ny.newnycontracts.com>, provided, however, that the Contractor may arrange to provide such evidence via a non-electronic method to DCJS, either prior to, or at the time of, the execution of the contract.
- B. The Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this Appendix.
- C. The Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, DCJS shall be entitled to any remedy provided herein, including but not limited to, a finding of the Contractor non-responsiveness.

V. Waivers

- A. For Waiver Requests, the Contractor should use the New York State Contracting System, via <https://ny.newnycontracts.com>; provided, however, that the Contractor may arrange to provide such evidence via a non-electronic method to DCJS.
- B. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, DCJS shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.
- C. If DCJS, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that the Contractor is failing or refusing to comply with the MWBE Contract Goals and no waiver has been issued in regards to such non-compliance, DCJS may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

VI. Quarterly MWBE Contractor Compliance Report

The Contractor is required to submit a Quarterly MWBE Contractor Compliance Report through the NYSCS, provided, however, that the Contractor may arrange to provide such evidence via a non-electronic method to DCJS by the 10th day following each end of quarter over the term of the

Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

VII. Liquidated Damages - MWBE Participation

- A. Where DCJS determines that the Contractor is not in compliance with the requirements of the Contract and the Contractor refuses to comply with such requirements, or if the Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, the Contractor shall be obligated to pay to DCJS liquidated damages.
- B. 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.
- C. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by DCJS, the Contractor shall pay such liquidated damages to DCJS within sixty (60) days after they are assessed by DCJS unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of DCJS.

**APPENDIX PLG:
SUMMARY OF PROCUREMENT LOBBYING GUIDELINES**

Appendix PLG

Division of Criminal Justice Services Summary of Policy and Prohibitions on Procurement Lobbying

Background:

State Finance Law §139-j(6) requires that a Governmental Entity incorporate a summary of its policy and prohibitions regarding permissible Contacts during a covered procurement.

Pursuant to State Finance Law §§139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between a Governmental Entity and an Offerer/Bidder during the procurement process. An Offerer/Bidder is restricted from making contacts from the earliest notice of intent to solicit offers through final award and approval of the Procurement Contract by the Governmental Entity and, if applicable, Office of the State Comptroller (“restricted period”) to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j (3)(a). Designated staff, as of the date hereof, is identified on the first page of this solicitation. DCJS employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offerer/Bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a 4 year period, the Offerer/Bidder is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found at the OGS website:

<http://www.ogs.state.ny.us/aboutOgs/regulations/defaultAdvisoryCouncil.html>

Mandatory Submissions:

The Division of Criminal Justice Services’ Procurement Lobbying Guidelines are attached. The Offerer/Bidder must affirm that it understands and agrees to comply with DCJS’ procedures relative to the State Finance Law § 139-j (3) and § 139-j (6) (b) by completing and submitting Form 1 to the DCJS Procurement Lobbying Guidelines.

The Offerer/Bidder must also complete and submit Form 2 to the DCJS Procurement Lobbying Guidelines, the “Offerer Disclosure of Prior Non-Responsibility Determinations” and Form 4, “Offerer’s Certification of Compliance with State Finance Law §139-k (5).92

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

Article of Procurement	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.
Contact	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.
Governmental Entity	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.
Governmental Procurement	(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.
Offerer	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 Governmental Procurement .

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 (Form 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 (Form 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 will be used by DCJS staff 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.

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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 CAPP:
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" means 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 Director of Financial Administration at:

Ms. Mary Ann Rossi
Director, Financial Administration
New York State Division of Criminal Justice Services
Alfred E. Smith State Office Building
80 South Swan Street, 10th Floor
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 Director of Financial Administration 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 Director of Financial Administration deems appropriate, the DCJS Director of Financial Administration 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 Director of Financial Administration review of the procurement.

(g) Nothing herein shall preclude the DCJS Director of Financial Administration 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 Director of Financial Administration 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 Director of Financial Administration 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 Director of Financial Administration 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 Director of Financial Administration 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 Director of Financial Administration. 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 Director of Financial Administration will provide a copy of any protest filed to the successful Offerer.

(d) The DCJS Director of Financial Administration 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 Director of Financial Administration 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 Director of Financial Administration 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 Director of Financial Administration 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 Director of Financial Administration's own initiative, or upon request of any participant in the protest process, the DCJS Director of Financial Administration may in his or her sole discretion act on an expedited basis, upon written notification to the interested parties, in which case the DCJS Director of Financial Administration 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 Director of Financial Administration 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 Director of Financial Administration, 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 Director of Financial Administration 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 Director of Financial Administration, 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 Director of Financial Administration, 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 Director of Financial Administration, or his or her designee. The determination shall be made part of the procurement record.

5. Appeals

(a) The protest determination of the DCJS Director of Financial Administration 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 State Office Building
80 South Swan Street, 10th Floor
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.

**APPENDIX BC:
BIDDERS CONFERENCE (OPTIONAL)**

Bidder's Conference

DCJS will host an online Bidders conference to provide Bidders the opportunity to ask questions regarding the Fidelity System Consultant RFP. See below for information about how to participate in this webinar.

Date: Wednesday, April 19, 2017

Time: 10:30 am (EST)-12:00 pm (EST); length will depend on the

Event number: 646 145 820

Event password: Fidelity0419

Event address for attendees:

<https://meetny.webex.com/meetny/onstage/g.php?MTID=eb72f0f19f269c35156571473a0709116>

Please note that while the presentation will be delivered online, the audio portion requires a phone connection. Additional instructions will be provided once you log into the event.

Audio conference information

1. Provide your number when you join the event to receive a call back. Alternatively, you can call one of the following numbers:
Local: 1-518-549-0500
Toll Free: 1-844-633-8697
Alternate Toll Free - (For callers not able to call the 844 Toll Free Number): 1-866-776-3553
2. Follow the instructions that you hear on the phone.
Cisco Unified MeetingPlace meeting ID: 646 145 820

**APPENDIX IB:
INTENT TO BID (REQUESTED)**

Intent to Bid Response Form

Prospective Offerers/Vendors who intend to submit a bid proposal in response to the Fidelity System Consultant Request for Proposals are requested to submit a complete Notice of Intent to Bid to:
DCJSProcurement@dcjs.ny.gov

Submission of a Notice of Intent to Bid does not obligate a prospective Offerer/Vendor to submit a bid proposal.

We currently plan to participate in the above referenced competitive procurement. We understand that submittal of this form in no way obligates us to submit a bid proposal in response to the Fidelity System Consultant Request for Proposals.

Name of Business		Signature of Officer
Address		Name of Officer (Please print or type)
City, State, Zip Code		Title of Officer (Please print or type)
Name of Offerer Contact Person		Telephone Number of Offerer Contact Person
Title of Offerer Contact Person		E-mail Address of Offerer Contact Person

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