



Corrections and Community Supervision

Request for Proposals # 2019-01
For
Psychological Evaluations of Applicants
for the Positions of New York State:

Correction Officer
Parole Officer
Institution Safety Officer

Issue Date: **March 18, 2019**

Proposal Due Date: **May 3, 2019 – Friday by 3:00 p.m.**

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Notice to Proposers

1. Read the entire RFP document. Note the key issues such as event dates, mandatory requirements, and proposal packaging requirements.
2. The successful Proposer must be able to provide Psychological Evaluations for all positions listed on the cover page. **Only one contract will result from this RFP.**
3. Proposers are permitted to communicate with the designated contacts **only**. Note the names and contact information for these contacts (Section 1.4).
4. Any amendments, clarifications, responses to questions, and updates to this RFP will be posted on the NYS Contract Reporter website (<https://www.nyscr.ny.gov/>) and the DOCCS/Community Supervision Web site <http://www.doccs.ny.gov/RFPs/rfps.html>
5. Proposals must address all amendments, clarifications, or updates pertaining to this solicitation document.
6. Take full advantage of the Questions and Answers opportunities. All questions must be submitted in writing to the designated email address by the date and time specified on page 7, section 1.5, *Schedule of Events and Dates*.
7. Proposals are to include a cover letter as outlined in Section 5.2.1, *Cover Letter*.
8. Review the RFP documents and your proposal. Make sure all requirements are addressed and all submission copies are identical and complete.
9. Complete and submit with your proposals all required forms in Attachment 2 (and any documents referenced throughout the RFP).
10. Package your proposals as instructed in Section 5, *Proposal Submission*.
11. Submit your proposals so that they are received by the designated due date and time (see Section 5) **DOCCS will not consider proposal submissions that arrive after the time specified on the due date.**

Glossary of Terms

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

1. Introduction

1.1 Issuing Agency

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

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

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

DOCCS' Goals include the following:

- Create and maintain an atmosphere where both offenders and staff feel secure.
- Develop and implement positive individualized treatment plans for each offender that includes post release reentry plans.
- Teach offenders the need for discipline and respect, and the importance of a mature understanding of a work ethic.
- Establish a needs/risk approach to treatment and community supervision to ensure a continuity of services.
- Assist all staff by providing the training and tools needed to perform their duties while enhancing their skills.
- Offer career development opportunities

1.3 Purpose

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

- Correction Officer
- Parole Officer
- Institution Safety Officer in New York State

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

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

Any exceptions or objections to terms, conditions, and requirements of this RFP must be submitted in writing. See section 4.8 – Proposal Exceptions.

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

1.4 Designated Contact Pre-requisite

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

Designated Contact

Name: Marla Henriquez-Nepaulsingh

Email: doccscontracts@doccs.ny.gov

Phone: (518) 436-7886 extension 3135

Fax: (518) 436-1519

Alternate Contact

Name: Mitzie Rowe

Email: doccscontracts@doccs.ny.gov

Phone: (518) 436-7886 extension 3135

Fax: (518) 436-1519

Contacting persons other than the designated contacts may result in rejection of bid. See Procurement Lobbying Section 3.3.

All inquiries must be submitted by email or written document to the designated contact(s). Please use *RFP #2019-01* in the subject line and specify the location (particular Section and paragraph) of this RFP. Bidders are responsible for ensuring delivery of their questions.

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

1.5 Schedule of Events and Dates

Event	Date
Release of RFP	3/18/19
Final Written Questions Due from Bidders	4/3/19
Official Response to Bidders' Questions	4/5/19
Notice of Intent to Bid	4/17/19
Proposal due by 3:00 p.m.	5/3/19
Bid Opening Date	5/6/19
Notice of Tentative Awardee	5/22/19

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

END OF SECTION 1 – INTRODUCTION

2. Bidder Information

2.1 Qualifications of Prospective Proposers

The Proposer shall meet the following qualifications:

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

2.2 Terms of Agreement

The Agreement shall run for five (5) years beginning October 1, 2019, through September 30, 2024, contingent on approval of the Office of the State Comptroller (OSC). DOCCS reserves the sole right to renew the Agreement for an additional one-year periods under the same terms and rates by notifying the contractor of its intention no less than one-hundred-eighty (180) days before the expiration of the original Agreement or the initial one year renewal period.

DOCCS reserves the right to seek reduced rates and/or new terms of agreement from the contractor prior to any extension.

2.3 Completeness of Proposal

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

2.4 Modifications of Bids

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

2.5 Withdrawal of Bids

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

2.6 Incurring Costs

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

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

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

2.7 Notice of intent to Bid

Filing Attachment 1, Notice of Intent to Bid is a **mandatory** prerequisite to further participation in this Procurement. DOCCS will publish the notification on its website at: <http://www.doccs.ny.gov/RFPs/rfps.html> . Bidders are not obligated to bid based on submitting an intent to Bid. However, failure to submit an Intent to Bid will result in the company being precluded from bidding.

2.8 Prime Contractor Responsibility

Bidders may submit a proposal utilizing the services of subcontractors for any aspect of this procurement; however, the prime contractor must assume complete responsibility and liability for the delivery of all services. Subcontractors may be used to meet the qualifications required herein; however, subcontractors must be fully disclosed in the same manner as required of the prime contractor and must provide the same information including *Vendor Responsibility Questionnaires*, company finances, and staff qualifications. The roles and responsibilities of each proposed subcontractor must be clearly delineated in the bidder's proposal.

2.9 Best Value

The contract resulting from this RFP will be awarded to the qualified bidder whose proposal is determined to provide the best value to the State as defined in NYS Finance Law § 163 available at: <http://public.leginfo.state.ny.us/lawssrch.cgi?NVLWO>:

2.10 Terms/Definitions

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

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

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

2.11 New York State and DOCCS Policies

The Bidder must agree to comply with all applicable New York State and DOCCS policies, procedures, regulations and directives throughout the term of the contract. Any individual hired by the Contractor to work in the facilities, by virtue of accepting his/her assignment, must abide by all the policies, rules and regulations of the Department.

In addition, the Contractor will be familiar with and provide staff with information in federal and NYS Laws as well as Department Policy on the Prevention of Sexual Abuse of Inmates: <http://www.doccs.ny.gov/PREA/PREAINfo.html>

It is the responsibility of the Contractor to see that all employees are aware of the directives cited above and all other applicable rules and regulations of the Department. Copies of all relevant parts of the Department's Employee Rule Book will be made available to the Contractor.

2.12 Dispute Resolution

It is the policy of the Department of Corrections and Community Supervision (DOCCS) to provide vendors with an opportunity to administratively resolve disputes, complaints or inquiries related to bid solicitations or contract awards. DOCCS and the Office of the State Comptroller encourage vendors to seek resolution of disputes through consultation with

DOCCS' Division of Support Operations / Contract Procurement Unit staff. All such matters will be accorded impartial and timely consideration. Interested parties may also file formal written disputes.

END OF SECTION 2 – BIDDER INFORMATION

3. Contract Clauses and Requirements

3.1 Appendix A / Order of Precedence

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

- Appendix A
- The Contract resulting from this RFP
- DOCCS Request for Proposal Number 2019-01 (this Document) including any addenda
- Selected Contractor's Proposal/Bid

3.2 Ethics Compliance

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

3.3 Procurement Lobbying Act

New York's Legislative Law and the State Finance Law have been amended to regulate lobbying on procurement contracts. Chapter 1 of the Laws of 2005, State Finance Law § 139-j and k, which can be accessed through the NYS Office of General Services links below, imposes certain restrictions on communications between the Department and the bidder during the procurement process. The bidder is restricted from making contacts, beginning with the date of the bid advertisement in the NYS Contract Reporter through final approval of the contract award by the Office of the State Comptroller, with anyone other than the designated contact person identified in the RFP, unless it is contact that is among certain statutory exceptions as per State Finance Law § 139-k (3) (a). The designated staff are identified in Section 1.4. Department staff are required to obtain certain information when contacted during the "restricted period" and to make a determination of responsibility of the bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection of the proposal, and in the event of two findings within a four-year period, the bidder is debarred from future State contracts. It is DOCCS' policy to immediately report to its ethics officer and/or inspector general any impermissible contact by any offeror (bidder) and, in addition, to comply with all requirements of the procurement lobbying and procurement stewardship acts. More information about State Finance Law Sections 139-j and k can be found on the website of the Office of General Services by accessing the following: <https://ogs.ny.gov/acpl/>

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

3.4 New York State Vendor File Registration

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

If the Bidder is not currently registered in the Vendor File and is recommended for award, DOCCS shall request completion of OSC Substitute W-9 Form. A fillable form with instructions can be found at the link below. In addition, if authorized resellers are to be used, an OSC Substitute W-9 form should be completed by each of the designated authorized resellers and submitted to the Office of General Services Business Services Center. The Office of General Services Business Services Center will initiate the vendor registration process for all Bidders recommended for Contract Award and their authorized resellers. Once the process is initiated, registrants will receive an email from OSC that includes the unique ten-digit vendor identification number assigned to the company and instructions on how to enroll in the online Vendor Self-Service application. For more information on the vendor file please visit the following website: http://www.osc.state.ny.us/vendor_management/ **Form to be completed:**

http://www.osc.state.ny.us/vendors/forms/ac3237s_fe.pdf

3.5 Vendor Responsibility Requirements

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

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

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

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

The Contractor must remain a responsible vendor throughout the duration of the contract and, if at any time the Contractor is found to be not responsible or there is a question as to

the vendor's responsibility, any activities pursuant to the contract may be suspended. Finally, the contract may be terminated following a finding of non-responsibility.

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

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

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

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

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

3.6 Financial Stability

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

3.7 Sales and Compensating Use Tax Certification Requirements

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

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

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

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

3.8 Encouraging the Use of NYS Business

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

3.9 M/WBE and EEO Requirements

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

3.10 Diversity Practices Requirements

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

Accordingly, respondents to this procurement shall be required to include as part of their proposal response to this procurement, as described in this RFP herein, the Diversity Practices Questionnaire as provided by the Division of Minority and Women’s Business Development. Bidders must complete the questionnaire in Attachment 2. The bidders’ responses will be evaluated using a predetermined rating scale.

3.11 Service-Disabled Veteran Owned Businesses

procurement by certified Service-Disabled Veteran-Owned Businesses (“SDVOBs”), thereby further integrating such businesses into New York State’s economy. DOCCS recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of DOCCS contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Bidders/Contractors are strongly encouraged and expected to consider SDVOBs in the

fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

For purposes of this procurement, DOCCS conducted a comprehensive search and determined that the Contract does not offer sufficient opportunities to set specific goals for participation by SDVOBs as subcontractors, service providers, and suppliers to Contractor. Nevertheless, Bidder/Contractor is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at: <https://ogs.ny.gov/veterans/> Bidder/Contractor is encouraged to contact the Office of General Services' (OGS) Division of Service-Disabled Veteran's Business Development at 518-474-2015 or <https://ogs.ny.gov/Veterans/default.asp> to discuss methods of maximizing participation by SDVOBs on the Contract.

3.12 Indemnification

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

3.13 Contractor Insurance Requirements

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

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

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

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

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

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

The Contractor shall cause all insurance to be in full force and effect as of the commencement date of this Contract and to remain in full force and effect throughout the term of this Contract and as further required by this Contract. The Contractor shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages during the period of time such coverages are required to be in effect not less than thirty (30) days prior to the expiration date or renewal date, the Contractor shall supply to DOCCS updated replacement Certificates of Insurance, and amendatory endorsements.

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

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

3.14 New York State Workers' Compensation & Disability Benefits Insurance Requirements

1. Workers' Compensation Requirement:

Section 57 of the New York State Workers Compensation Law (WCL) requires that State and municipal entities prior to entering into a contract must ensure that the contractor applying for that contract has appropriate New York State Workers' Compensation Insurance coverage. **Therefore, a copy of the certificate must be submitted from the successful bidder upon notice of tentative award.**

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

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

OR

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

OR

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

2. Disability Benefit Insurance Requirement:

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

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

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

OR

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

OR

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

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

3.15 Consultant Disclosure Reporting Requirements

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

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

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

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

DOCCS: NYS Department of Corrections and Community Supervision
Melissa McLaughlin, Director
Budget and Finance
1220 Washington Avenue
Albany, New York 12226-2050

OSC: **Attn: Consultant Reporting Sections of the Bureau of Contracts**
NYS Office of the State Comptroller
Bureau of Contracts
110 State Street, Floor 11
Albany, NY 12236

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

3.16 Freedom of Information Law/Trade Secrets

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

Kindly limit any requests for exemption of information from disclosure to bona fide trade secrets or specific information, the disclosure of which would cause a substantial injury to the competitive position of your firm.

3.17 Executive Order Number 26

Bidders should review this executive order prior to submitting proposals. You may access the executive order on the Governor's Web site: No.26 STATEWIDE LANGUAGE ACCESS POLICY. In the event that translation/interpretation services are required for languages other than the Spanish language, the selected Contractor must agree to comply with any requests by DOCCS to provide documents or other assistance to allow for translation or interpretation to be conducted. Any costs associated with the translation or interpretation services will be incurred by DOCCS.

3.18 Executive Order Number 38

Limits on State-Funded Administrative Costs & Executive Compensation: Bidders should review Executive Order 38 and the rules and regulations prior to submitting proposals. More specifically, Bidders should review the restrictions on allowable administrative expenses, the limits on executive compensation, and the reporting requirements. It is the obligation of the selected Contractor, not the State, to determine if Executive Order 38 is applicable. In addition, the selected Contractor must include a provision in any agreement with a subcontractor or agent stating that if said subcontractor or agent is receiving State funds or State-authorized payments from the Contractor to provide program or administrative services under the Contract resulting from this RFP, the subcontractor must also comply with Executive Order 38.

All Contractors doing business with DOCCS should be familiar with Executive Order 38 and the applicable DOCCS Rules and Regulations for the executive order.

Executive Order 38 can be accessed at, executiveorder38.ny.gov, or from the DOCCS' Web site at www.doccs.ny.gov. The applicable DOCCS Rules and Regulations for the executive order are located in the 7 New York Codes, Rules, and Regulations (NYCRR) Part 513.

3.19 Executive Order Number 177

Bidders must review Executive Order 177 prior to submitting bids/proposals. You may access the executive order on the Governor's website:

<https://www.governor.ny.gov/sites/governor.ny.gov/files/atoms/files/EO177.pdf>

Bidders must complete the EO177 Certification form located within this RFP as evidence of compliance with the foregoing and submit with bid/proposal.

3.20 Sexual Harassment Prevention Certification

Pursuant to New York State Finance Law § 139-I, every bid made on or after January 1, 2019 to the State or any public department or agency thereof, where competitive bidding is required by statute, rule or regulation, for work or services performed or to be performed or goods sold or to be sold, and where otherwise required by such public department or agency, shall contain a certification that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of New York State Labor Law § 201-g: <https://www.nysenate.gov/legislation/laws/LAB/201-G>

New York State Labor Law § 201-g provides requirements for such policy and training and directs the Department of Labor, in consultation with the Division of Human Rights, to create and publish a model sexual harassment prevention guidance document, sexual harassment prevention policy and sexual harassment prevention training program that employers may utilize to meet the requirements of New York State Labor Law § 201-g. The model sexual harassment prevention policy, model sexual harassment training materials, and further guidance for employers, can be found online at the following URL: <https://www.ny.gov/combating-sexual-harassment-workplace/employers>

Pursuant to New York State Finance Law § 139-I, any bid by a corporate bidder containing the certification required above shall be deemed to have been authorized by the board of directors of such bidder, and such authorization shall be deemed to include the signing and submission of such bid and the inclusion therein of such statement as the act and deed of the bidder.

If the Bidder cannot make the required certification, such Bidder shall so state and shall furnish with the bid a signed statement that sets forth in detail the reasons that the Bidder cannot make the certification. After review and consideration of such statement, DOCCS may reject the bid or may decide that there are sufficient reasons to accept the bid without such certification.

3.21 Breach of Services

In the event of any material breach of service by the contractor, the Department shall give written notice specifying the material breach. If such written notice of material breach is given and the contractor does not correct the breach to DOCCS satisfaction within thirty (30) days after receipt of the written notice, DOCCS shall have the right to unilaterally and immediately terminate the contract and seek a replacement provider in order to maintain services without penalty to DOCCS.

3.22 General Requirements

The Bidder agrees:

1. to adhere to all State and Federal laws and regulations in connection with the contract;
2. at a minimum, to notify DOCCS of any changes in the legal status or principal ownership of the firm, no less than forty-five (45) days in advance of said change.
3. that in any contract resulting from this RFP, it shall be completely responsible for its work, including any damages or breakdowns caused by its failure to take appropriate action;
4. that any contract resulting from this RFP may not be assigned, transferred, conveyed or the work subcontracted without the prior written consent of the Commissioner of DOCCS or his/her designee
5. that for reasons of safety and public policy, in any contract resulting from this RFP, the use of illegal drugs and/or alcoholic beverages by the Contractor or its personnel shall not be permitted while performing any phase of the work herein specified.
6. that for purposes of any contract resulting from this RFP, the State will not be liable for any expense incurred by the Contractor for any parking fees or as a consequence of any traffic infraction or parking violations attributable to employees of the Contractor.
7. that the Commissioner's interpretation of specifications shall be final and binding upon the Contractor.

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

3.23 Termination

A. Agency Termination

DOCCS reserves the right to cancel the complete contract or any part thereof, at any time, giving the Contractor ninety (90) days written notice for convenience or unavailability of funds. If in the judgment of DOCCS, the Contractor fails or refuses to perform the work in accordance with the contract, DOCCS may terminate the contract immediately by written notice for cause.

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

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

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate DOCCS' officials or staff, the contract may be terminated by the DOCCS' Commissioner or his designee at the Contractor's expense where the Contractor is determined by the DOCCS Commissioner or his designee to be non-responsible. In such

event, the DOCCS Commissioner or his designee may complete the contractual requirements in any manner he may deem advisable and pursue available legal or equitable remedies for breach.

Any termination by DOCCS under this Section shall in no event constitute or be deemed a breach of any contract resulting from this RFP and no liability shall be incurred by or arise against DOCCS, its agents and employees therefore for lost profits or any other damages.

B. Procurement Lobbying Termination

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

3.24 Contract Terms

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

3.25 Procurement Rights

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

- a) Reject any or all proposals received in response to the RFP
- b) Withdraw the RFP at any time, at the agency's sole discretion
- c) Make an award under the RFP in whole or in part
- d) Disqualify any bidder whose conduct and/or proposal fails to conform to the requirements of the RFP
- e) Seek clarifications and revisions of proposals
- f) Use proposal information obtained through site visits, management interviews and the state's investigation of a bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the bidder in response to the agency's request for clarifying information in the course of evaluation and/or selection under the RFP
- g) Prior to the **bid opening**, amend the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available
- h) Prior to the bid opening, direct bidders to submit proposal modifications addressing subsequent RFP amendments

- i) Change any of the scheduled dates
- j) Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective bidders
- k) Waive any requirements that are not material
- l) Negotiate with the successful bidder within the scope of the RFP in the best interests of the state
- m) Conduct contract negotiations with the next responsible bidder, should the agency be unsuccessful in negotiating with the selected bidder
- n) Utilize any and all ideas submitted in the proposals received
- o) Unless otherwise specified in the solicitation, every offer is firm and not revocable for a period of 60 days from the bid opening; and
- p) Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an offeror's proposal and/or to determine an offeror's compliance with the requirements of the solicitation

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

3.26 Extent of Services

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

3.27 Non-Disclosure Agreement

Upon contract award, the vendor will be required to sign a non-disclosure agreement.

- No-Use – Recipient agrees not to use the Confidential Information in anyway, except for the purpose of the projects or assignments they are performing for DOCCS.
- No Disclosure – Recipient agrees to use its best efforts to prevent and protect the Confidential Information, or any part thereof, from disclosure to any person other than Recipient's employees and/or consultants designated by DOCCS having a need of disclosure in connection with Recipients' authorized use of the Confidential Information. This includes employees and consultants that may not be directly working on the project or job. Recipient agrees not to disclose the nature of the work to any third party without prior written DOCCS consent. In circumstance where the signer of this document is representing a Recipient with more than one employee, the Recipient also agrees that all of its current and future staff who may be involved in the relationship with DOCCS have been and will be instructed in the requirements of this agreement.
- Protection of Secrecy – Recipient agrees to take all steps reasonably necessary to protect the secrecy of the Confidential information, and to prevent the Confidential Information from falling into the public domain or into the possession of unauthorized persons. Such steps shall include keeping Confidential Information stored in a locked office/facility where only authorized personnel would have access.

3.28 Health Insurance Portability and Accountability Act

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

3.29 Contract Provisions

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

END OF SECTION 3 – CONTRACT CLAUSES AND REQUIREMENTS

4. Administrative Information

4.1 Issuing Office

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

4.2 Method of Award

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

4.3 Term of Contract

This contract will commence on the date of OSC approval or October 1, 2019 whichever occurs later, and continue for a period of 5 years.

4.4 Price Adjustment (Escalation / De-escalation)

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

4.5 Method of Payment

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

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

4.6 Electronic Payment

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

4.7 Past Practice

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

4.8 Proposal Exceptions

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

4.9 Debriefings

Bidders will be accorded fair and equal treatment with respect to the opportunity for debriefings. Unsuccessful Bidders will be notified in writing and will be offered an opportunity for a debriefing. Bidders requesting a debriefing prior to the final approval of the contract must make a request in writing to the designated contact person within fifteen (15) calendar days of the notification. The debriefing would be limited to review of that Bidder's proposal. After the final contract approval, DOCCS shall, upon request, provide a debriefing to any Bidder that responded to the solicitation, regarding the reason that the proposal submitted by the unsuccessful Bidder was not selected for a contract award. The post award debriefing should be requested by the bidder within thirty (30) days of approval of the contract as posted on the OSC website (web address below):
<http://www2.osc.state.ny.us/transparency/contracts/contractsearch.cfm>

4.10 Dispute Resolution

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

4.11 Protest Procedures

A proposer wishing to challenge the selection of a firm for contract award must send a Notice of Protest on business letterhead, within 7 business days of notice of a contract being awarded, to the DOCCS designated contact in Section 1.4 of this RFP. If a request for a debriefing is received by DOCCS as set forth in Section 4.9 of this RFP, then a Notice of Protest is due within two business days after the debriefing session occurs.

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

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

Upon receipt of DOCCS' Protest Determination, the protesting party may file an appeal with the Office of the State Comptroller (OSC). The process for filing such an appeal is set forth at <https://www.osc.state.ny.us/agencies/guide/MyWebHelp/Content/XI/17.htm>

4.12 Examination of Contract Documents

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

4.13 Inspection of Books

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

END OF SECTION 4 – ADMINISTRATIVE INFORMATION

5. Proposal Submission

5.1 RFP Questions and Clarifications

Please direct all questions and requests for clarification regarding this RFP to the Designated Contact or the Alternate Contact as identified in Section 1.4.

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

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

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

5.2 Proposal Format and Content

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

5.2.1 Cover Letter

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

The cover letter should confirm that:

- the proposer understands all the terms and conditions contained in this RFP and will comply with all the provisions of this RFP;
- the proposer agrees to adhere to the Scope of Services (Section 6);
- if the contract is awarded to your company, the proposer would be prepared to begin services following approval of the NYS Office of the State Comptroller (OSC) on **October 1, 2019**;
- the full contact information of the person(s) DOCCS should contact regarding the proposal;
- the name(s) of principal(s) of the company responsible for this contract, their function, title and number of years of service with company is included;
- Certificate of Incorporation: Vendor should attach a copy of your organization's Certificate of Incorporation and all amendments hereto. If there is no Certificate of Incorporation, please attach a brief statement to that effect, including a brief description of the reason why none exists and a brief description of the nature of your organization, including the legal name of your organization and its principal place of business;
- the proposer is aware of the confidential nature of these documents, and will confirm that they have procedures in place regarding document security measures to protect and keep the transcripts free from threat and damage or disclosure to other sources;

- the required documentation is signed by a proposer's representative authorized to make contractual obligations; and
- the proposer is willing to keep the proposal in effect for 120 days.

5.2.2 Schedule of Fees

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

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

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

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

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

5.2.3 Required Procurement Forms

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

5.3 Proposal Preparation

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

5.4 Packaging of RFP Response

Please complete and submit two (2) originals and 5 exact copies of your technical proposal. Also provide two (2) originals and two (2) exact copies of your Schedule of Fees and required forms, as well as any proposal addenda. In addition to the original hard copy proposal submissions, please include one electronic copy of the technical and cost proposal in PDF format on an electronic medium (i.e. USB flash drive, CD, etc.)

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

- Proposer's complete name and address
- RFP Number – 2019-01
- Proposal Due Date and Time: (as indicated in Section 1.5 - Schedule of Events and Dates
- Note on front in large letters “**BID ENCLOSED**”

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

5.5 Instructions for Proposal Submission

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

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

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

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

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

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

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

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

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

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

5.5.1 Proposal Content and Format

a) Overview

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

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

b) Submission of Sealed Proposals

Proposals must be in a sealed package and **submitted by 3:00 p.m. Friday, May 3, 2019**. All copies of proposals should be submitted in one single sealed package. That package should contain the cost component of the proposal, which must be provided in a sealed envelope labeled "Schedule of Fees", and a separate sealed package that includes all other sections of the proposal.

c) Binding of the Proposal

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

d) Table of Contents

Each proposal should incorporate a Table of Contents with sections identified identical to the Table of Contents used for this RFP on page 2 through 4. Using this Table of Contents, the issuing office will evaluate conformance to uniform proposal content and format. Evaluators will not search through the proposer's standard literature to find requested information.

e) Index Tabs

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

f) Page Numbering

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

g) Response to RFP Requirements

On every provision that states a Department requirement, such as Section 5 noting the subsections, if any, the proposer must list each Section and subsection, followed by **read and agreed**. There will be no exception or modification to the requirements.

h) Required Attachments to be returned with Proposal:

Attachment A - Copy of tests

Attachment B - Sample life history and background questionnaire(s)

Attachment C - A copy of the structured interview format, interview questions, or how such questions will be developed, must be submitted with proposal.

Attachment D - Sample written evaluation report

Attachment E - The name, curriculum vitae and copies of the professional license(s) of each employee who will be working under the contract.

i) Check List

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

- ☐ Notice of Intent to Bid (Attachment 1)
- ☐ Cover letter (Section 5.2.1), signed by authorized individual, two (2) original and five (5) exact copies of proposal, as well as one electronic copy of the technical and cost proposal in PDF format on an electronic medium (i.e. USB flash drive, CD, etc.)
- ☐ Certificate of Incorporation (attached to the cover letter)
- ☐ Proposal, including the list of attachments below -
- ☐ Attachments as stated above, Item h)
- ☐ References (as indicated in Section 5.5.3 Statement of Experience)
- ☐ Completed Appendix B, Schedule of Fees: two (2) originals and two (2) exact copies
- ☐ Completed Forms Required for M/WBE Compliance and Diversity Practices (Appendix C)
- ☐ Completed and/or signed Required Legal Forms (Attachment 2):
 - Diversity Practices Questionnaire
 - Vendor Responsibility Questionnaire
 - Procurement Lobbying Law Form
 - Worker's Compensation and Disability Benefit Certifications
 - Non-Disclosure Form
 - Vendor Assurance of No Conflict of Interest or Detrimental Effect
 - Executive Order 177 & Sexual Harassment Prevention Certifications
 - Encouraging Use of NYS Businesses in Contract Performance
 - Form A – Contractor's Planned Employment
 - Tax Certification (Form ST-220-CA and ST 220 TD, if applicable)

5.5.2 Narrative

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

- a. Confirmation of the ability to meet the scheduling requirements outlined in Section 6: SCOPE OF WORK

- b. the number of New York State licensed psychologists currently on staff
- c. the number of New York State licensed psychologists that will be needed to meet the requirements
- d. the maximum number of applicants that can be accommodated by each New York State licensed psychologist per day and per week. [1-page maximum] (Refer to Section 6.1, Scope of Work and, Section 6.2, Evaluation Cycle)
- e. A description of the tests to be used including the rationale for the use of each test (including any validity and reliability data in screening for Law Enforcement work). Cite any adverse impact data for each test used. [1-page maximum] (Refer to Section 6.3, Written Evaluation Report)
- f. A description of the life history and background questionnaire(s). [1 Page maximum] (Refer to Section 6.3, number 2 - Background / Life History Questionnaire).
- g. A description of the structured interview format and/or questions to be used (including any validity and reliability data in screening for Law Enforcement work). [2 pages maximum] (Refer to section 6.3, number 3 - Personal Interview).
- h. Description and rationale for evaluation report(s) and an adverse impact perspective. [1-page maximum] (Refer to Section 6.3).
- i. The Proposer's policy on providing expert testimony in case of litigation or challenge to the psychological evaluation, including who will testify and his/her qualifications, competence and court experience. [1-page maximum] (Refer to Section 6.3, number 3, f).
- j. A description of the Proposer's records retention policy and procedures. [2 pages maximum] (Refer to Section 6.3, number 3, h).
- k. A description of the Contractor's internal method and standards that will be used to assure the quality of all reports and services provided. [2 pages maximum] (Refer to Section 6.1: SCOPE OF WORK)

5.5.3 Statement of Experience [10 pages maximum]

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

- a) The business name of the proposer and the legal entity under which the proposal is being submitted.
- b) The number of years the proposer has been providing services under the present business name.
- c) Any other name(s)/business entity (entities) under which the proposer has conducted similar business and the number of year's services were provided under that name(s).

- d) The professional qualifications of the proposer and of each member of the proposer's professional staff who will be working under the contract including:
 - i. The highest degree earned;
 - ii. Major field of study (e.g., clinical psychology, industrial psychology);
 - iii. Specific experience evaluating law enforcement officer applicants, with specific reference to experience evaluating applicants for law enforcement officer positions with law enforcement agencies similar to the Department;
 - iv. Professional license(s) held.

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

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

5.5.4 Mandatory Forms and Documents

Individuals and corporations entering into contracts with New York State are subject to various laws and must submit certain documents pursuant to State Law or policy. The forms and related excerpts from law, and/or instructions are included in Attachment 2.

Please review the forms carefully, submit two (2) complete original sets and two (2) exact copies, note that some forms require notarized signatures. The mandatory forms and documents include:

- a) Diversity Practices Questionnaire
- b) Vendor Responsibility Questionnaire
- c) Procurement Lobbying Law Form
- d) Worker's Compensation and Disability Benefit Certifications
- e) Non-Disclosure Form
- f) Vendor Assurance of No Conflict of Interest or Detrimental Effect
- g) Executive Order 177 & Sexual Harassment Prevention Certifications
- h) Encouraging Use of NYS Businesses in Contract Performance
- i) Form A – Contractor's Planned Employment
- j) Tax Certification (Form ST-220-CA and ST 220 TD, if applicable)

END OF SECTION 5 – PROPOSAL SUBMISSION

6. Scope of Services

6.1 Scope of Work

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

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

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

6.2 Evaluation Cycle of Candidates

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

STAGE ONE: Applicant Testing

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

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

STAGE TWO: Psychological Evaluation Interviews

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

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

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

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

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

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

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

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

6.3 Written Evaluation Report

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

1. Psychological Tests

All professional work shall be in accordance with New York State Correction Law Section 8, which requires, among other things, the use of at least three (3) state of the art assessment instruments in the evaluation of each applicant

and that all psychological determinations are made by New York State licensed psychologists. The State may unilaterally and immediately terminate this agreement for breach of this provision. The proposer must list all test(s) deemed useful; the Department will consider the use of a variety of test instruments.

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

2. Background/Life History Questionnaire

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

The Contractor will provide periodic (one report with each evaluation cycle) and cumulative statistical reports regarding education level, law enforcement or public safety experience, military experience, arrest and conviction information, permit to carry a concealed weapon, alcohol use, drug use, restraining orders, Child Protective Services referrals and psychological or mental health contact at the end of each testing cycle and the annual report due January 15th. The Department may add key statistical data sets throughout the contract period.

3. Personal Interview

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

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

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

- a) Clear statements of the New York State licensed psychologist's professional conclusions regarding any personality disorder, emotional instability or other psychological problems or traits, which, in the professional opinion of the New York State licensed psychologist, would preclude hiring the applicant as a Correction Officer, Parole Officer, Warrant and Transfer Officer or Institution Safety Officer.

- b) A clear statement that there is a psychological reason to exclude or that there is no psychological reason to exclude, the applicant from employment as a Correction Officer, Parole Officer, or Institution Safety Officer.
- c) The final written assessment report must be provided to the Department within six (6) weeks or sooner, at the request of the Department, following the completion of written testing.
- d) Any responses to clarification requests from the Department and/or corrections of the final written assessment report must be provided in writing within two (2) business days, or sooner at the request of the Department.
- e) Contractor or Contractor's qualified designee will be available to the Department for consultation during the post-evaluation period during the Department's normal business hours.
- f) The Contractor must be fully prepared and available to provide expert testimony regarding the validity of the evaluation process, its development and administrative procedures; the reasons for the conclusions drawn and the recommendations made in specific cases; and any adverse impact, or lack thereof, of the tests, questionnaires and evaluation procedures on protected class applicants.
- g) In addition to the reports required above, the Contractor will also provide reports detailing the impact of the evaluation process on members of protected class applicants. These reports must be provided within two (2) weeks of a request from the Department. In addition, periodic and cumulative impact reports will be provided by the contractor every six months, with the first six-month period report due January 31st and the second, annual report, due July 31st. Since the contract start date is in the month of July, no report will be due for the calendar year of 2019.
- h) All written tests, interview results and other documents relating to the evaluation process will be retained by the Contractor for at least seven (7) years from the date of the assessment report. In the event the contractor ceases to do business with the Department, all files will be transferred to the Department at the contractor's expense.
- i) In addition, any archived reports requested by the Department must be provided within two (2) business days; and any test and questionnaire results requested by the Department must be provided within one (1) week.
- j) The Contractor's evaluation process will not have adverse impact on protected class applicants.
- k) The Contractor will not delegate, subcontract or assign to another contractor/vendor any portion of the psychological evaluation services described herein.

- l) Any attempt by the contractor to assign or subcontract any performance of the agreement without the express written consent of the Department will be void and will constitute a breach of the agreement.
- m) The Contractor must receive Department approval prior to implementing new developments in the field or enhancements to the process.
- n) The Department reserves the right to require the contractor to update and match any technology changes that are implemented.

END OF SECTION 6 – SCOPE OF SERVICES

7. Evaluation and Selection Process

7.1 Technical and Schedule of Fees Evaluation Process

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

There are five (5) sections to the evaluation process. The first section is the Technical portion, which includes qualifications, experience, work product, and diversity practices, and is worth eighty (80) percent of the total. The second section is the Schedule of Fees portion; this section is worth twenty (20) percent of the total.

The 80% assigned to the Technical portion breaks down as follows:

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

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

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

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

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

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

d) Diversity Practices Questionnaire: 5% Value Rating

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

Accordingly, respondents to this procurement shall be required to include as part of their proposal response to this procurement, as described in this RFP herein, the Diversity Practices Questionnaire as provided by the Division of Minority and Women’s Business Development. Bidders must complete the questionnaire in Appendix C. The bidders’ responses will be evaluated using a predetermined rating scale.

The 20% assigned to the Schedule of Fees portion breaks down as follows:

a) Schedule of Fees: 20% Value Rating

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

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

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

END OF SECTION 7 – EVALUATION AND SELECTION PROCESS

APPENDIX A

STANDARD CLAUSEES FOR NEW YORK STATE ONTRACTS

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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

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STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

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

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.

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

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

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

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

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

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

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

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

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

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

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

21. RECIPROCITY AND SANCTIONS PROVISIONS.

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

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

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

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

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

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

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

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

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

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

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

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

APPENDIX B

SCHEDULE OF FEES

Schedule of Fees

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

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

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

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

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

APPENDIX C

MWBE REQUIREMENTS AND FORMS

APPENDIX C

PARTICIPATION BY MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES: REQUIREMENTS AND PROCEDURES

I. General Provisions

- A. The Department of Corrections and Community Supervision (hereinafter referred to as “DOCCS”) is required to implement the provisions of New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations (“NYCRR”) for all State contracts, as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. The contractor to the subject contract (the “Contractor” and the “Contract,” respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to “DOCCS, to fully comply and cooperate with DOCCS in the implementation of New York State Executive Law Article 15-A and the regulations promulgated thereunder. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for New York State-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”) and other applicable federal, state, and 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 assessment of liquidated damages pursuant to Section VII of this Appendix and such other remedies are available to DOCCS pursuant to the Contract and applicable law.

II. Contract Goals

- A. **For purposes of this procurement, DOCCS has determined that the contract does not offer sufficient opportunities to set goals for participation by MWBEs as subcontractors, service providers and suppliers to the awarded contractor.** Contractor is encouraged to make every good faith effort to promote and assist the participation of New York State Certified Minority and Women-owned Business Enterprises (MWBE) on this contract for the provision of services or materials. To locate New York State Certified MWBEs, the directory of Certified Businesses can be viewed at: <https://ny.newnycontracts.com>
- 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 MWBEs at the following internet address: <https://ny.newnycontracts.com>.

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Additionally, the Contractor is encouraged to contact the Division of Minority and Women's Business Development at (212) 803-2414 to discuss additional methods of maximizing participation by MWBEs on the Contract.

- C. The Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal.

The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25 percent of the total value of the contract.

- D. The Contractor must document "good faith efforts," pursuant to 5 NYCRR § 142.8, to provide meaningful participation by MWBEs as subcontractors and suppliers in the performance of the Contract. Such documentation shall include, but not necessarily be limited to:

1. Evidence of outreach to MWBEs;
2. Any responses by MWBEs to the Contractor's outreach;
3. Copies of advertisements for participation by MWBEs in appropriate general circulation, trade, and minority or women-oriented publications;
4. The dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by DOCCS with MWBEs; and,
5. Information describing specific steps undertaken by the Contractor to reasonably structure the Contract scope of work to maximize opportunities for MWBE participation.

III. Equal Employment Opportunity ("EEO")

- A. The provisions of Article 15-A of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to the Contract.

- B. In performing the Contract, the Contractor shall:

1. Ensure that each contractor and subcontractor performing work on the Contract 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 DOCCS within seventy-two (72) hours after the date of the notice by DOCCS to award the Contract to the Contractor.

APPENDIX C

3. If the Contractor, or any of its subcontractors, does not have an existing EEO policy statement, DOCCS may require the Contractor or subcontractor to adopt a model statement (see Form – 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 EEO 100 - Staffing Plan

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. The Contractor shall complete the staffing plan form and submit it as part of their bid or proposal or within a reasonable time, as directed by DOCCS.

D. Form EEO-1 - Workforce Utilization Report

1. The Contractor shall submit a Workforce Utilization Report, and shall require each of its subcontractors to submit a Workforce Utilization Report, in such form as shall be required by DOCCS on a QUARTERLY basis during the term of the Contract.
2. Separate forms shall be completed by the Contractor and any subcontractors.

APPENDIX C

3. Pursuant to Executive Order #162, contractors and subcontractors are also required to report the gross wages paid to each of their employees for the work performed by such employees on the contract on a quarterly basis.
- E. The Contractor shall comply with the provisions of the Human Rights Law, and all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and its 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. Liquidated Damages - MWBE Participation

- A. Where DOCCS determines that the Contractor is not in compliance with the requirements of this Appendix 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 DOCCS 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 DOCCS, the Contractor shall pay such liquidated damages to DOCCS within sixty (60) days after they are assessed. Provided, however, that if the Contractor has filed a complaint with the Director of the Division of Minority and Women's Business Development pursuant to 5 NYCRR § 142.12, liquidated damages shall be payable only in the event of a determination adverse to the Contractor following the complaint process.

**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 policies with respect to the project being developed or services rendered at _____

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.
- (6) Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that, if legally permissible, bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

EEO

(a) 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.

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

(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.

(d) 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.

(e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract

Agreed to this _____ day of _____, 2_____

By _____

Print: _____ Title: _____

ATTACHMENT 1

NOTICE OF INTENT TO BID

ATTACHMENT 1

NOTICE OF INTENT TO BID

REQUEST FOR PROPOSAL #: RFP 2019-01	RFP TITLE: Psychological Evaluations of Applicants: Correction Officer, Parole Officer, and Institution Safety Officer
---	---

IF YOU INTEND TO SUBMIT A PROPOSAL, bidder must do the following:

- Complete Sections 1, 2, & 3 of this form.
- Email the completed form to DOCCS at doccscontracts@doccs.ny.gov
(enter *ATTACHMENT 1, RFP 2019-01* in the subject line of the email)

IF YOU ARE NOT SUBMITTING A PROPOSAL:

- Complete Sections 1 and 3 of this form. Please indicate your reason for not submitting a proposal.
- Email the completed form to DOCCS at doccscontracts@doccs.ny.gov
(enter *ATTACHMENT 1, RFP 2019-01* in the subject line of the email)

Section 1

- ☐ We do not provide the requested service/technology/commodity.
- ☐ We cannot submit a bid at this time because _____

- ☐ Please retain our firm on the bidders list.

Section 2

- ☐ We intend to submit a response to this Request for Proposal

Section 3: Designated Contact Person

Company Name: _____

Fed ID. NO.: _____ Vendor ID _____

Address 1: _____

Address 2: _____

Telephone: _____ Email: _____

Printed Name: _____ Title: _____

ATTACHMENT 2

REQUIRED LEGAL FORMS

DIVERSITY PRACTICES

VENDORS RESPONSIBILITY CERTIFICATION

PROCUREMENT LOBBYING CERTIFICATION

WORKERS' COMPENSATION AND DISABILITY
CERTIFICATIONS

NON-DISCLOSURE FORM

VENDOR ASSURANCE OF NO CONFLICT OF INTEREST OR
DETRIMENTAL EFFECT

EXECUTIVE ORDER 177 & SEXUAL HARASSMENT
PREVENTION CERTIFICATIONS

ENCOURAGING USE OF NYS BUSINESSES IN CONTRACT
PERFORMANCE

FORM A - CONTRACTOR'S PLANNED EMPLOYMENT

TAX CERTIFICATION FORMS ST-220-CA AND ST 220 TD

NEW YORK STATE DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION

Diversity Practices Questionnaire

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

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

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

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

3. What percentage of your company's overhead (i.e. those expenditures that are not directly related to the provision of goods or services to your company's clients or customers) or non-contract-related expenses (from your prior fiscal year) was paid to New York State certified minority and women-owned business enterprises as suppliers/contractors?¹

4. Does your company provide technical training² to minority and women-owned business enterprises? Yes or No

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

5. Is your company participating in a government approved minority and women-owned business enterprise mentor-protégé program?

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

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

¹ Do not include onsite project overhead.

² Technical training is the process of teaching employees how to more accurately and thoroughly perform the technical components of their jobs. Training can include technology applications, products, sales and service tactics, and more. Technical skills are job-specific as opposed to soft skills, which are transferable.

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

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

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

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

If Yes, complete the attached Utilization Plan.

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

Signature of
Owner/Official: _____
Printed Name of
Signatory: _____

Title: _____

Name of Business: _____

Address: _____

City, State, Zip: _____

STATE OF _____



COUNTY OF _____) ss:

On the _____ day of _____, 201_, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to this certification and said person executed this instrument.

Notary Public

VendRep System Checklist - Steps to Start & Effectively Use the VendRep System

Use this checklist to ensure that you complete all required steps to enroll a Business Entity with the Office of the State Comptroller (OSC) Online Services AND complete and certify a vendor responsibility questionnaire. It is suggested that you print this checklist. For detailed instructions, view the online training modules at http://www.osc.state.ny.us/vendrep/vrsystem_vendor_support.htm#vtraining.

Description	Complete
Step 1. Enroll in the OSC Online Services Go to https://portal.osc.state.ny.us/wps/portal and click "Enroll Now." To enroll in OSC Online Services you will need: <ul style="list-style-type: none"> • Business Entity Legal Business Name, address, and telephone number • Taxpayer ID Number 	<input type="checkbox"/>
Step 2. Submit Business Account Authorization Form The <u>Business Account Authorization Form</u> must be COMPLETED, NOTARIZED and SUBMITTED to OSC by fax, e-mail, or mail. If you do not print or save the form during enrollment, the form can be found at: http://www.osc.state.ny.us/portal/forms/aaform.pdf	<input type="checkbox"/>
<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;">  </div> <div style="border: 1px solid black; padding: 5px; width: 80%;"> <p>Within a reasonably brief period after OSC's receipt of the Business Account Authorization Form, you will receive two e-mails from OSC providing instructions for secure access to the New York State VendRep System. The following steps CAN NOT be completed until the emails are received.</p> </div> <div style="text-align: center;">  </div> </div>	
Step 3. Create User Password Follow the instructions and link provided in the email to create a password.	<input type="checkbox"/>
Step 4. Create Additional Users and Assign VendRep Roles To complete and certify a Vendor Responsibility Questionnaire, your users, collectively, must have the Administrator, Contributor, and Certifier role assigned. At your discretion, you may determine to assign these roles to one user or different users. How do I add users and roles? Access the link below for more information: http://www.osc.state.ny.us/vendrep/vrsystem_vendor_support.htm#vtraining	<input type="checkbox"/>
Step 5. Log into the VendRep System and complete Basic Vendor Data https://portal.osc.state.ny.us/wps/portal Note: The user completing Basic Vendor Data must have the "Administrator" role. This information determines the type of Vendor Responsibility Questionnaire that is provided to the entity to complete.	<input type="checkbox"/>
Step 6. Complete a Vendor Responsibility Questionnaire Note: The user completing the Vendor Responsibility Questionnaire must have a "Contributor" role. All questions in the questionnaire must be responded to. The questionnaire can be accessed from the Summary or Home page.	<input type="checkbox"/>
Step 7. Certify a Vendor Responsibility Questionnaire Note: The user certifying a Vendor Responsibility Questionnaire must have a "Certifier" role. All sections of the Vendor Responsibility Questionnaire must have a status of "complete" before the questionnaire can be certified. To certify the Questionnaire a user clicks the "Certify" button at the bottom of the Overview page. <i>Only upon certification of the Questionnaire, will state contracting entities be able to view a business entity's information.</i>	<input type="checkbox"/>

If there are any questions, contact the OSC Help Desk at 518-408-4672, 866-370-4672 or helpdesk@osc.state.ny.us.

PROCUREMENT LOBBYING CERTIFICATION

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

Procurement Lobbying information can be accessed at:
<http://www.ogs.ny.gov/aboutogs/regulations/defaultAdvisoryCouncil.html>

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

By: _____ Date: _____

Name: _____ Title: _____

Contractor Name: _____

Contractor Address: _____

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

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

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

Offerer Certification:

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

By: _____ Date: _____

Name: _____ Title: _____

Procurement Lobbying Termination

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

Proof of Compliance for NYS Workers' Compensation and Disability Insurance

Contractors shall provide the appropriate forms to the Department of Corrections and Community Supervision, Division of Support Operations / Contract Procurement Unit, at the time of bid submission and with each contract extension.

Please Note: Forms C-105.2 and DB-120.1 are not available on the Workers' Compensation website. Contact your insurance carrier or licensed NYS insurance agent for these forms. Carriers and their licensed agents may email the Workers' Compensation Board at Certificates@wcb.ny.gov to obtain controlled forms not available on the website.

AN ACORD FORM IS NOT ACCEPTABLE PROOF OF WORKERS' COMPENSATION AND/OR DISABILITY COVERAGE

Form # Version Date	Form Title	Who Files	Where to File	When to File
WORKERS' COMPENSATION COMPLIANCE				
C-105.2 (9/07)	Certificate of NYS Workers' Compensation Insurance Coverage (All private NYS licensed workers' compensation carriers are required to issue the C-105.2. Please note that the State Insurance Fund issues a different form, the U-26.3 form, as its version of the C-105.2)	Employers insured for workers' compensation through a private insurance carrier	Filed with any entity requesting to be a certificate holder including a government agency issuing a permit, license or contract. The C-105.2 must be completed by the insurance carrier or its licensed insurance agent.	Employers must obtain this form from either their NYS workers' compensation insurance carrier or a licensed NYS insurance agent of that carrier.
SI-12 (5/09)	Affidavit Certifying That Compensation Has Been Secured	Employers with Board-approved self-insurance for workers' compensation	Filed with the government agency issuing a permit, license or contract. The SI-12 must be completed by the Board's Self-Insurance Office and approved by the Board's Secretary.	Upon obtaining a permit, license or contract from a government agency. <u>Board-approved self-insurers must obtain this form from Board's Self-Insurance Office</u> at (518) 402-0247.
U-26.3	NY State Insurance Fund Certificate of Workers' Compensation Coverage (This is the State Insurance Fund's equivalent of Workers' Compensation Board Form C-105.2)	Employers insured for workers' compensation through the State Insurance Fund	Filed with the government agency issuing a permit, license or contract.	Upon obtaining a permit, license or contract from a government agency. <u>Employers must obtain this form from the State Insurance Fund</u> (www.nysif.com).
GSI-105.2 (2/02)	Certificate of Participation in Workers' Compensation Group Board-approved self-insurance	Employers participating in group self-insurance for workers' compensation	Filed with the government agency issuing a permit, license or contract. The GSI-105.2 must be completed by the group self-insurance administrator.	Upon obtaining a permit, license, or contract from a government agency. <u>Employers must obtain this form from their group self-insurance administrator.</u> For further information, contact the Board's Self-Insurance Office at (518) 402-0247.
DISABILITY INSURANCE COMPLIANCE				
DB-120.1 (12/13)	Certificate of Insurance Coverage Under the NYS Disability Benefits Law	Employers insured for NYS statutory disability benefits insurance through an insurance carrier.	Filed with any entity requesting to be a certificate holder including a government agency issuing a permit, license or contract. The DB-120.1 must be completed either by the NYS statutory disability benefits insurance carrier or a licensed NYS insurance agent of that carrier.	Employers must obtain this form from either their NYS statutory disability benefits insurance carrier or a licensed NYS insurance agent of that carrier. <u>Carriers and their licensed agents may contact the Board's Bureau of Compliance to obtain this form.</u>
DB-155 (7/09)	Compliance With Disability Benefits Law	Employers with Board-approved self-insurance for disability benefits	Filed with the government agency issuing a permit, license or contract. The DB-155 must be completed by the Board's Self-Insurance Office.	Upon obtaining a permit, license, or contract from a government agency. <u>Board-approved self-insured employers must obtain his form from Board's Self-Insurance Office</u> at (518) 402-0247.
EXEMPTION FORM				
CE-200 (12/08) (Replaces WC/DB-100 and Form C-105.21)	Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage	Applicants for permits, licenses, or contracts from State, county or municipal agencies in NYS that are not required to carry NYS workers' compensation and/or disability benefits insurance coverage.	Please file with the government agency issuing a permit, license or contract. (Examples: The New York City Department of Buildings or the New York State Department of Health)	These exemptions forms can ONLY be used to attest to a government entity that an applicant requesting a permit, license or contract from that government entity is not required to carry NYS workers' compensation and/or disability benefits insurance. Visit www.wcb.ny.gov to complete online.

Disclosure of New York State Department of Corrections and Community Supervision Information

THIS NONDISCLOSURE AGREEMENT is entered into as of _____, 20__ by the New York State Department of Corrections and Community Supervision (“DOCCS”) which is the party disclosing confidential information, and _____, which is the party receiving confidential information (“Recipient”), in order to protect the confidential information which is disclosed to the Recipient by DOCCS.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The Recipient’s representatives for receiving confidential information are: _____. Recipient shall not disclose the confidential information to any of its employees other than those who have a need to review it and which employees are legally obligated to honor the confidentiality provisions herein.

2. The confidential information disclosed by DOCCS under this Agreement is described as: _____.

3. The Recipient shall keep the information confidential and shall use the confidential information only for **Contract #** _____.

The Recipient shall not make any copies of the confidential information except as necessary for its employees who are entitled to view it under Section 1 above. Any copies made shall be identified as belonging to DOCCS and marked “confidential” or with a similar legend.

4. The Recipient shall, where applicable, protect the confidential information in a manner consistent with the Health Insurance Portability and Accountability Act (“HIPAA”) of 1996 Privacy and Security provisions and all other applicable regulations.

5. The Recipient shall comply with all Federal and State regulations intended to protect criminal history records as they apply to the confidential information.

6. The Recipient shall comply with all DOCCS directives, policies, practices and procedures as they apply to the protection of the confidential information.

7. The Recipient shall, in the event, of unauthorized disclosure of the confidential information, immediately notify DOCCS, in writing, and fully comply with the requirements of the New York State Breach Notification Act.

8. Any unauthorized disclosure of procurement information may subject Recipient to criminal, civil, and/or administrative penalties.

9. To the extent permitted by law, the Recipient shall protect the disclosed confidential information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication of the confidential information as the Recipient uses to protect its own confidential information of a like nature.

10. The Recipient shall have a duty to protect all confidential information which is disclosed to it, whether disclosed in writing, orally or in any other manner and which is identified as confidential at the time of disclosure. If the disclosure is in writing, it shall be marked “**confidential**.” If a disclosure is not in writing, DOCCS shall provide Recipient with a written memorandum summarizing and designating such information as confidential within thirty (30) days of the disclosure.

11. This agreement controls information that is disclosed to Recipient between
_____ through _____.

12. The Recipient’s duties under paragraph 3,4,5,6 & 7 of this Agreement shall expire (1) year after the information is received. The recipient shall return or destroy all DOCCS confidential information. All paper documents and any copies, made in accordance with #3 above, are to be shredded. Electronically stored information is to be destroyed by shredding or securely wiping the media.

13. This Agreement imposes no obligation upon the Recipient with respect to confidential information which (a) was in the Recipient’s possession before receipt by DOCCS; (b) is or becomes a matter of public knowledge through no fault of the Recipient; (c) is received by the Recipient from a third party without a duty of confidentiality; (d) is disclosed by DOCCS to a third party without a duty of confidentiality on the third party; (e) is independently disclosed by the Recipient with DOCCS’ prior written approval; (f) is developed by the Recipient without reference to information disclosed hereunder.

14. DOCCS warrants that it has the right to make the disclosure under this Agreement.

15. Neither party acquires any intellectual property under this Agreement.

16. Neither party has an obligation under this Agreement to purchase, sell or license any service or item from the other party.

17. The Recipient shall adhere to U.S. Export Administration laws and Regulations and shall not export or re-export technical data, information or products received from DOCCS or the direct product of such technical data or information to any proscribed country listed in the U.S. Export Administration Regulations, unless properly authorized by the U.S. Government.

18. The parties do not intend that any agency or partnership be created between them by this Agreement.

19. All additions or modifications to this Agreement must be in writing and signed by both parties.

20. This Agreement is made under and shall be governed by the laws of the State of New York.

21. Neither party may assign its rights or obligations under this Agreement without the written consent of the other party. Any assignment made without said consent shall be null and void.

22. The recipient shall indemnify and hold harmless DOCCS and the State of New York from any and all suits, causes of actions, claims, grievances, damages, judgments, and costs of every name and description under this Agreement, unless such injuries or damages are directly attributable to the intentional acts or negligent conduct of DOCCS, the State of New York, or their employees.

23. The failure of DOCCS to insist upon strict adherence to any provision or other requirement of this Agreement shall not be considered a waiver to deprive DOCCS of the right to insist upon strict adherence of the terms of this Agreement in the future.

24. If any provision, or portion thereof, of this Agreement is, or becomes, invalid under any applicable statute or rule of law, it is to be deemed stricken and the rest of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

NYS Department of Corrections and
Community Supervision

By: _____

Print Name: Melissa McLaughlin

Title: Director, Budget and Finance

Date: _____

CONTRACTOR NAME

By: _____

Print Name: _____

Title: _____

Date: _____

Vendor Assurance of No Conflict of Interest or Detrimental Effect

The Firm offering to provide services pursuant to this [RFP/Contract] as a contractor, joint venture contractor, subcontractor, or consultant, attests that its performance of the services outlined in this [RFP/Contract] does not and will not create a conflict of interest with nor position the Firm to breach any other contract currently in force with the State of New York.

Furthermore, the Firm attests that it will not act in any manner that is detrimental to any State project on which the Firm is rendering services. Specifically, the Firm attests that:

1. The fulfillment of obligations by the Firm, as proposed in the response, does not violate any existing contracts or agreements between the Firm and the State;
2. The fulfillment of obligations by the Firm, as proposed in the response, does not and will not create any conflict of interest, or perception thereof, with any current role or responsibility that the Firm has with regard to any existing contracts or agreements between the Firm and the State;
3. The fulfillment of the obligations by the Firm, as proposed in the response, does not and will not compromise the Firm's ability to carry out its obligations under any existing contracts between the Firm and the State;
4. The fulfillment of any other contractual obligations that the Firm has with the State will not affect or influence its ability to perform under any contract with the State resulting from this Contract;
5. During the negotiation and execution of any contract resulting from this Contract, the Firm will not knowingly take any action or make any decision which creates a potential for conflict of interest or might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another;
6. In fulfilling obligations under each of its State contracts, including any contract which results from this Contract, the Firm will act in accordance with the terms of each of its State contracts and will not knowingly take any action or make any decision which might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another;
7. No former officer or employee of the State who is now employed by the Firm, nor any former officer or employee of the Firm who is now employed by the State, has played a role with regard to the administration of this contract procurement in a manner that may violate section 73(8)(a) of the State Ethics Law; and
8. The Firm has not and shall not offer to any employee, member or director of the State any gift, whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence said employee, member or director, or could reasonably be expected to influence said employee, member or director, in the performance of the official duty of said employee, member or director or was intended as a reward for any official action on the part of said employee, member or director.

Firms responding to this Contract should note that the State recognizes that conflicts may occur in the future because a Firm may have existing or new relationships. The State will review the nature of any such new relationships and reserves the right to terminate the contract for cause if, in its judgment, a real or potential conflict of interest cannot be cured.

Name, Title: _____

Signature: _____

Date: _____

This form must be signed by an authorized executive or legal representative.

NYS REQUIRED CERTIFICATIONS

EXECUTIVE ORDER NO. 177 CERTIFICATION

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

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

Generally, the Human Rights Law applies to:

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

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

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

STATE FINANCE LAW § 139-L CERTIFICATION

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

If the Contractor cannot make the foregoing certification, such Contractor shall so state and shall furnish a signed statement that sets forth in detail the reasons that the Contractor cannot make the certification.

By signing you certify your express authority to sign on behalf of yourself, your company, or other entity and full knowledge and acceptance of this Certification document and that all information provided is complete, true and accurate.

Authorized Signature		Date
Print Name		Title
Company Name		
D/B/A – Doing Business As (if applicable)		
Address		
City	State	Zip

ENCOURAGING USE OF NEW YORK STATE BUSINESSES IN CONTRACT PERFORMANCE
RFP 2019-01 Psychological Evaluations of Applicants

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 for this contract for commodities, services or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the Contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles.

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

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

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

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

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

_____ **Yes** _____ **No**

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

FORM A

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

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

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

FORM B

New York State Consultant Services Contractor's Annual Employment Report

Report Period: April 1, to March 31,

Contracting State Agency Name: Department of Corrections and Community Supervision
 Contract Number: _____ Agency Business Unit: _____
 Contract Term: / / to / / Agency Department ID: _____
 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
	0.00	0.00	\$0.00
	0.00	0.00	\$0.00
	0.00	0.00	\$0.00
	0.00	0.00	\$0.00
	0.00	0.00	\$0.00
	0.00	0.00	\$0.00
	0.00	0.00	\$0.00
	0.00	0.00	\$0.00
	0.00	0.00	\$0.00
	0.00	0.00	\$0.00
	0.00	0.00	\$0.00
	0.00	0.00	\$0.00
	0.00	0.00	\$0.00
	0.00	0.00	\$0.00
	0.00	0.00	\$0.00
Total this Page	0.00	0.00	\$ 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

**Contractor Certification to Covered Agency**

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

ST-220-CA

(12/11)

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		
Contractor's mailing address (if different than above)					
Contractor's federal employer identification number (EIN)			Contractor's sales tax ID number (if different from contractor's EIN)		
Contractor's telephone number			Covered agency name		
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. 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.

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:

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

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

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF _____ }
: _____ SS.:
COUNTY OF _____ }

On the ____ day of _____ in the year 20____, before me personally appeared _____, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that _____ he resides at _____,

Town of _____,

County of _____,

State of _____; and further that:

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

☐ (If an individual): _____ he executed the foregoing instrument in his/her name and on his/her own behalf.

☐ (If a corporation): _____ he is the _____ of _____, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, _____ he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, _____ he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

☐ (If a partnership): _____ he is a _____ of _____, the partnership described in said instrument; that, by the terms of said partnership, _____ he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, _____ he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.

☐ (If a limited liability company): _____ he is a duly authorized member of _____, LLC, the limited liability company described in said instrument; that _____ he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, _____ he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

Notary Public

Registration No.

Privacy notification

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

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

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

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

This information is maintained by the Manager of Document Management, NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone (518) 457-5181.

Need help?



Visit our Web site at **www.tax.ny.gov**

- get information and manage your taxes online
- check for new online services and features



Telephone assistance

Sales Tax Information Center: (518) 485-2889

To order forms and publications: (518) 457-5431

Text Telephone (TTY) Hotline (for persons with hearing and speech disabilities using a TTY): (518) 485-5082



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, call the information center.

**Contractor Certification**(Pursuant to Section 5-a of the Tax Law, as amended,
effective April 26, 2006)**ST-220-TD**

(12/11)

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)*. See *Need help?* for more information on how to obtain this publication.

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 Manager of Document Management, NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone (518) 457-5181.

Need help?Visit our Web site at **www.tax.ny.gov**

- get information and manage your taxes online
- check for new online services and features

**Telephone assistance****Sales Tax** Information Center: (518) 485-2889

To order forms and publications: (518) 457-5431

Text Telephone (TTY) Hotline (for persons with hearing and speech disabilities using a TTY): (518) 485-5082

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, call the information center.

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

Complete Sections 1, 2, and 3 below. Make only one entry in each section.

Section 1 — Contractor registration status

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

Section 2 — Affiliate registration status

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

Section 3 — Subcontractor registration status

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

Sworn to this ____ day of _____, 20 ____

(sign before a notary public)

(title)

Schedule A — Listing of each entity (contractor, affiliate, or subcontractor) exceeding \$300,000 cumulative sales threshold

List the contractor, or affiliate, or subcontractor in Schedule A only if such entity exceeded the \$300,000 cumulative sales threshold during the specified sales tax quarters. See directions below. For more information, see Publication 223.

[illegible]

Column A – Enter **C** in column A if the contractor; **A** if an affiliate of the contractor; or **S** if a subcontractor.

Column B – Name - If the entity is a corporation or limited liability company, enter the exact legal name as registered with the NY Department of State, if applicable. If the entity is a partnership or sole proprietor, enter the name of the partnership and each partner's given name, or the given name(s) of the owner(s), as applicable. If the entity has a different DBA (doing business as) name, enter that name as well.

Column C – Address - Enter the street address of the entity's principal place of business. Do not enter a PO box.

Column D – ID number - Enter the federal employer identification number (EIN) assigned to the entity. If the entity is an individual, enter the social security number of that person.

Column E – Sales tax ID number - Enter only if different from federal EIN in column D.

Column F – If applicable, enter an X if the entity has submitted Form DTF-17 to the Tax Department but has not received its certificate of authority as of the date of this certification.

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF }
 : SS.:
COUNTY OF }

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

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

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

Notary Public

Registration No. _____