



Corrections and Community Supervision

Request for Proposals (RFP) #2019-02

Creative Arts and Theatre Program

Issue Date: January 30, 2019

Proposal Due Date: February 22, 2019 by 3:00 P.M.

NOTICE TO BIDDERS

1. Read the entire RFP document. Note the key issues such as: critical dates, qualifying and mandatory requirements, services required, and proposal packaging requirements.
2. The successful bidder must meet all of the mandatory requirements.
3. Bidders are permitted to communicate with the designated contacts **ONLY**. Note the name, address, phone numbers and email of the designated contacts. (see Section II – Designated Contact).
4. Any amendments, clarifications, responses to questions, and updates to this RFP will be posted on the NYS Contract Reporter website (<http://www.nyscr.ny.gov/>) and the DOCCS website (<http://www.doccs.ny.gov/RFPs/rfps.html>).
5. It is the responsibility of the bidder to address all amendments, clarifications or updates pertaining to this RFP. All applicable amendment information must be incorporated in the bidder’s proposal.
6. Take advantage of the Questions and Answers period. All questions must be submitted in writing to the designated email address by the date and time specified in Section III - Key Events/Dates.
7. Review the RFP document and your proposal. Make sure all requirements are addressed and all submission copies are identical and complete.
8. Complete and submit with your proposals all required forms. All required forms are either included or links are provided for the latest revised documents available online.
9. Package your proposals as instructed in Section XII - Proposal Submission. Ensure your proposal conforms to the packaging requirements. Proposals not packaged accordingly may be deemed non-responsive.
10. Submit your proposal so that it is received by the designated due date and time (see Section III – Key Events/Dates). **DOCCS may not consider for award proposals received after the due date and time indicated.**

Glossary of Terms

Awardee/Successful Bidder	Entity selected to be awarded a tentative contract.
Bid or Offer or Proposal	The formal written response to this document.
Bidder or Offeror or Proposer	Any person, partnership, firm, corporation, or other authorized entity submitting a proposal pursuant to this solicitation.
Commissioner	Commissioner of the Department of Corrections and Community Supervision or duly authorized representative
Contractor	The successful bidder awarded a contract as a result of this
DOCCS	Department of Corrections and Community Supervision
Facility	Correctional Facility
Inmate	Convicted felon that is incarcerated
Request for Proposals (RFP)	This solicitation document
Vendor	Any individual or entity doing business with New York State.

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- Attachment C – Cost Proposal Form
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- Attachment G – Diversity Practices Questionnaire
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- Attachment K – Mandatory Intent to Bid Form
- Attachment L -- State Finance Law § 139-I Certification

**NYS DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION
REQUEST FOR PROPOSALS #2019-02
CREATIVE ARTS AND THEATRE PROGRAM**

I. OVERVIEW

The Department of Corrections and Community Supervision (hereafter “the Department” or “DOCCS”) seeks proposals from organizations to facilitate a Creative Arts and Theatre Program at six correctional facilities.

- Bedford Hills: Female Maximum Security
- Fishkill: Male Maximum Security
- Green Haven: Male Maximum Security
- Sing Sing: Male Maximum Security
- Taconic: Female Medium Security (Pilot Program)
- Woodbourne: Male Medium Security

The Creative Arts and Theatre Program will be facilitated by a Contractor working with a dedicated group of volunteers who come from backgrounds such as professional arts and education. The Contractor will operate on a semester basis, except for projects that have continued for more than a year. The pilot program at Taconic will be evaluated after a one-year period to determine the feasibility of continuing the program.

The Contractor will ensure that all workshops and productions are unique events for which an original syllabus will be provided.

Specific workshops and activities starting in Spring 2019 are tentative and based on the availability of a facilitator, prison schedule and evolving needs of the participants. At its discretion, DOCCS reserves the right to substitute a workshop or activity of comparable quality.

II. DESIGNATED CONTACTS

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

PRIMARY CONTACT

Linda Mitchell

NYS Department of Corrections and Community Supervision

Division of Support Operations/Contract

Procurement Unit

550 Broadway

Menands, New York 12204

Voice: 1-518-436-7886, Ext. 3115

Email: Linda.Mitchell@doccs.ny.gov

ALTERNATE CONTACT

Frank Arpey

NYS Department of Corrections and Community Supervision

Division of Support Operations/Contract

Procurement Unit

550 Broadway

Menands, New York 12204

Voice: 1-518-436-7886, Ext. 3120

Email: Frank.Arpey@doccs.ny.gov

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

All questions and inquiries must be submitted in writing via email, citing the particular proposal section and paragraph number, to the Contract Procurement Unit. Please reference “RFP 2019-02” on the subject line of your email.

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

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

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

III. KEY EVENTS/DATES

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

<u>Event</u>	<u>Date</u>
Request for Proposals (RFP) Issued	January 30, 2019
Deadline for filing Mandatory Notice of Intent to Bid	February 11, 2019
Written Bidders Questions Deadline	February 12, 2019 by 3:00 PM EST
DOCCS Issues Responses to Questions (estimated)	February 15, 2019
Proposals Due to DOCCS	February 22, 2019, by 3:00 PM EST
Successful Bidder Selection (estimated)	March 8, 2019
Contract Start Date	April 1, 2019 or upon approval of the NYS Comptroller

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

IV. MINIMUM BIDDER QUALIFICATIONS

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

- A. **Cover Letter** - The cover letter must confirm that the Bidder understands all of the terms and conditions contained in this RFP and will comply with all the provisions of this RFP. Further, should the contract be awarded to your company, you would be prepared to begin services on April 1, 2019, or upon approval by OSC (whichever date is later), as indicated in Section III - Key Events/Dates. The cover letter must include the full contact information of the person(s) DOCCS shall contact regarding the bid and must also include the name(s) of principal(s) of the company responsible for this contract, their function, title, and number of years of service with company. A Bidder Representative authorized to make contractual obligations must sign the cover letter. The letter must also state whether or not subcontractors will be used, and the name, address, and intended role of each proposed subcontractor (see Section VIII-C - Subcontractors).

- B. **Pre-Requisites** - The State considers the following qualifications to be pre-requisites in order to be considered as a qualified Bidder for purposes of this solicitation. Any bidder who cannot provide evidence of meeting these requirements will be considered non-responsive and that bidder's proposal will be immediately rejected, prior to the scoring process.
- Proposer must have a minimum of five (5) years' experience in professional arts and education **or**
 - Related programs for convicted felons; **or**
 - Community based professional arts and education programs as well as qualifications for providing such services; **and**
 - The bidder will be expected to have the financial stability and organizational capacity, as well as the legal authority and integrity to enter into a contract with New York State.

Failure to meet any of the above qualifications in whole or in part may result in a non-responsive bid determination and rejection of the bid.

- C. **Filing by Bidders of Mandatory Intent to Bid** - Filing of a Notice of Intent to Bid (Attachment K) is a mandatory prerequisite to further participation in this Procurement. DOCCS reserves the right, in its sole discretion, to alter the information and schedule shown above. In such an event, 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. Attachment K can be sent electronically to Linda.Mitchell@doccs.ny.gov.**

V. **SCOPE OF SERVICES**

BEDFORD HILLS CF - FEMALE MAXIMUM SECURITY

- Anatomy of Dance: Contractor will provide instruction to participants in a way that facilitates learning about the skeletal and muscular systems and how these systems coincide with the dance vocabulary, allowing participants to fully understand where movements originate.
- Creative Arts & Theatre 101: An immersion class in a variety of creative projects using a mix of visual arts, writing, song and movement.
- Devised Theatre Project: If the Dramatic Literature class does not yield material for a full performance, DOCCS will consider beginning a devised theatre project, leading to a production.
- Exploring Character Through Art: Contractor will offer this course, which has as its aim discovery of the ways in which a work of art can inspire viewers to create art of their own. Through improvisation and dramatic activities, participants will engage in a dialogue with the art, finding and developing the story behind it and fleshing out the life of its characters.
- Hearing Women's Voices: Dramatic Literature – reading, analyzing and performing one act plays.
- Physical Theatre: Contractor will provide instruction for this aspect of theatre with consideration for applications in the prison defined loosely as “*movement and voice, passions, feelings, ideas, rhythms, pulses, and spirit*” as important applications in prison, breaking down cultural, language and academic barriers.
- Public Speaking Through Theatre: Contractor will conduct a workshop designed to make participants comfortable speaking in public, using techniques of orators and actors. Participants will begin with an assigned monologue from a contemporary film or recent drama. Workshop participants will practice with basis acting and presentation techniques designed to make the way that will convey their purpose. Finally, Contractor will guide individual participants to write a speech, choosing positive topics, presenting points of view and identifying the intended audience.

FISHKILL CF – MALE MAXIMUM SECURITY

- Augusto Boal Workshop: Contractor will utilize this popular theatre exercise to address feelings of helplessness, powerlessness, frustration, loneliness, alienation and an inability to communicate these feelings.
- Exploring Character Through Art: Contractor will offer this course, which has as its aim discovery of the ways in which a work of art can inspire viewers to create art of their own. Through improvisation and dramatic activities participants will engage in a dialogue with the art, finding and developing the story behind it and fleshing out the life of its characters.
- Full-Scale Production: For this long process, Contractor will provide instruction that begins with identifying and understanding the central theme and ideas of the play, its dramatic conflicts, and the relationships between the play's characters. The full cast rehearses the play applying techniques of acting, script analysis, actions, use of imagination, particularization, paraphrasing, status, presence, use of the body, impediments, text memorization, improvisation, staging, and vocal exercises for enunciation and projection. Under the Contractor's oversight, the participants will collaborate on elements of stagecraft that include sound, property, costume, venue, and ground plan in order to create a fully realized production.
- Public Speaking Through Theatre: Contractor will conduct a workshop designed to make participants comfortable speaking in public, using techniques of orators and actors. Participants will begin with an assigned monologue from a contemporary film or recent drama. Workshop participants will practice with basis acting and presentation techniques designed to make the way that will convey their purpose. Finally, Contractor will guide individual participants to write a speech, choosing positive topics, presenting points of view and identifying the intended audience.
- Vocal Workshop:
 - Vocal Technique & Warm Up Exercises
 - Musical Notation
 - Solfeggio, Sight Singing
 - Deportment
 - Communication

GREEN HAVEN CF – MALE MAXIMUM SECURITY

- Anatomy of Dance: Contractor will provide instruction to participants in a way that facilitates learning about the skeletal and muscular systems and how these systems coincide with the dance vocabulary, allowing participants to fully understand where movements originate.
- Improvisation: Contractor will provide instruction relative to improvisation, which is a way of seeing situations and scenarios that one encounters not only on the stage but in life. It consists of an ability to respond spontaneously and truthfully in each moment. Through discussion, game-playing, role-playing, and various other exercise and activities, Contractor will direct participants to become fluent in the language of improvisation and to gain confidence in their abilities to enter any situation knowing that the outcome will be positive – not by resorting to a “bag of tricks,” but by relying on a disciplined and honest approach in each and every moment.
- Inspiration Songs: Contractor will provide instruction for inspirational singing, with the objective of examining the creative work of a diverse array of musical artists who touch upon the experience of incarceration in their songs.

- Major Production: Contractor will produce one major show each year, performed in the auditorium on two nights for the prison population and a third night for 275+ community guests.
- Musical Revue: Contractor will direct the preparation for vocal performances of Broadway standards and popular music for prison population and outside guests.
- Musical Theatre Project: A vocal coach will team up with a drama teacher, director and choreographer to produce a musical theatre performance.

SING SING CF – MALE MAXIMUM SECURITY

- Communication / Group Dynamics: Contractor will provide this class that will present tools to improve communication with family and community.
- Dance: Ongoing – Contractor will oversee the dance class that will begin with work on short choreographed pieces based on Broadway standards in preparation for a performance.
- Devised Theatre Project: For the first part of this project, the Contractor will explore expectations and concerns about re-entry with program participants; the second will look at the real re-entry experiences of alumni. Contractor will oversee devising a play through writing and improvisation produces a piece that is authentic and powerful.
- Forum Theatre: Contractor will provide instruction for forum theatre, which begins as a devised script, but when performed, the action is stopped at a critical juncture and the audience is invited to determine the next move.
- Major Production: – Contractor will produce one major show each year, performed in the auditorium on two nights for the prison population and a third night for 275+ community guests.
- Play Selection: Contractor will determine the play selection dependent on the cast number, number of female characters, the message of the play, its meaning to participants and its appropriateness for a prisoner and community guest audience. Play selection is to be undertaken by a special committee with input from DOCCS staff, consisting of reading, analyzing and discussing a number of plays.
- Visual Arts: Ongoing – Contractor will prepare plan a project for Visual Arts that includes art history, technique and theory. The sequence of these units will be: Perspective, Shading, Grid Drawing and Color and Color Mixing.

TACONIC CF – FEMALE MEDIUM SECURITY (Pilot Program Involves Four-Session Pilots)

- Creative Arts & Theatre 101: An immersion program that includes a variety of creative projects using a mix of visual arts, writing, song and movement. This program will incorporate but will not be limited to the following concepts:
 - Dance/Movement
 - Life Skills Through Acting: Contractor will offer this class with the objective of building a commitment to company, ensemble or team. They will introduce the participants to a series of warm-ups for vocal and physical stamina on the stage, acting exercises to increase confidence, creativity, relaxation, imagination and vulnerability.
 - Hearing Women's Voices: Dramatic Literature – Reading, analyzing and performing one act plays.

WOODBOURNE CF – MALE MEDIUM SECURITY

- Applied Theatre Techniques: Instruction in procedures that facilitate a successful presentation of a theatre project. In addition, practices that advance and enhance the understanding that the audience brings to the presentation and the acting by the cast on stage.
- Devised Theatre Project: For the first part of this project, the Contractor will explore expectations and concerns about re-entry with current program participants; the second will look at the real re-entry experiences of program alumni. Contractor will oversee devising a play through writing and improvisation produces a piece that is authentic and powerful.
- Life Skills Through Acting: Contractor will offer this class with the objective of building a commitment to company, ensemble or team. They will introduce the participants to a series of warm-ups for vocal and physical stamina on the stage; acting exercises to increase confidence, creativity, relaxation, imagination and vulnerability. Participants are introduced to an audition acceptance of decisions by the steering committee and director.
- Modern Dance: Choreography & Performance: Contractor will provide the dance / movement workshop, which teaches physically challenging dance techniques. By utilizing these techniques, the participants will begin to use their “*total self*” (mind and body connection) as a means of non-verbal communication and expression. By becoming aligned with the present moment in weekly classes, the ego, along with its judgment of others and the world, begins to fade and participants will begin to align themselves with the present moment.
- Music for Life: Contractor will offer a Music for Life workshop that covers four broad areas: performance, reading and writing music notation; music theory and music history and appreciation.
- Performance: Contractor will facilitate the combined work in music, dance and theatre for the population and outside guests.
- Public Speaking Through Theatre: Contractor will conduct a workshop designed to make participants comfortable speaking in public, using techniques of orators and actors. Participants will begin with an assigned monologue from a contemporary film or recent drama. Workshop participants will practice with basis acting and presentation techniques designed to make the way that will convey their purpose. Finally, Contractor will guide individual participants to write a speech, choosing positive topics, presenting points of view and identifying the intended audience.

VI. REQUIREMENTS

Bidders must demonstrate the following:

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

M/WBE Compliance

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

New York State Law: Pursuant to New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations DOCCS is required to promote opportunities for the maximum feasible participation of New York State-certified Minority and Women-owned Business Enterprises (“MWBEs”) and the employment of minority group members and women in the performance of DOCCS contracts.

Business Participation Opportunities for MWBEs

For purposes of this solicitation, DOCCS hereby establishes an overall goal of **0 percent** for MWBE participation, **0 percent** for New York State-certified Minority-owned Business Enterprise (“MBE”) participation and **0 percent** for New York State-certified Women-owned Business Enterprise (“WBE”) participation (based on the current availability of MBEs and WBEs). A contractor (“Contractor”) on any contract resulting from this procurement (“Contract”) must document its good faith efforts to provide meaningful participation by MWBEs as subcontractors and suppliers in the performance of the Contract. To that end, by submitting a response to this RFP, the bidder agrees that DOCCS may withhold payment pursuant to any Contract awarded as a result of this RFP pending receipt of the required MWBE documentation. The directory of MWBEs can be viewed at: <https://ny.newnycontracts.com>. For guidance on how DOCCS will evaluate a Contractor’s “good faith efforts,” refer to 5 NYCRR § 142.8.

The bidder 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.

In accordance with 5 NYCRR § 142.13, the bidder further acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in a Contract resulting from this solicitation, such finding constitutes a breach of contract and DOCCS may withhold payment as liquidated damages.

Such liquidated damages shall be calculated as an amount equaling the difference between: (1) all sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and (2) all sums actually paid to MWBEs for work performed or materials supplied under the Contract.

By submitting a bid or proposal, a bidder agrees to demonstrate its good faith efforts to achieve the applicable MWBE participation goals by submitting evidence thereof through the New York State Contract System ("NYSCS"), which can be viewed at <https://ny.newnycontracts.com>, provided, however, that a bidder may arrange to provide such evidence via a non-electronic method by contacting the designated contact(s) for this procurement. Additionally, a bidder will be required to submit the following documents and information as evidence of compliance with the foregoing:

1. An MWBE Utilization Plan with their bid or proposal. Any modifications or changes to an accepted MWBE Utilization Plan after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to DOCCS for review and approval.

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

2. If a notice of deficiency is issued, the bidder will be required to respond to the notice of deficiency within seven (7) business days of receipt by submitting to DOCCS, a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by DOCCS to be inadequate, DOCCS shall notify the bidder and direct the bidder to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

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

- a. If a bidder fails to submit an MWBE Utilization Plan;
- b. If a bidder fails to submit a written remedy to a notice of deficiency;
- c. If a bidder fails to submit a request for waiver; or
- d. If DOCCS determines that the bidder has failed to document good faith efforts.

The successful bidder will be required to attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract Award may be made at any time during the term of the Contract to DOCCS but must be made no later than prior to the submission of a request for final payment on the Contract.

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

Equal Employment Opportunity Requirements

By submission of a bid or proposal in response to this solicitation, the bidder agrees with all of the terms and conditions of Appendix A – Standard Clauses for All New York State Contracts including Clause 12 - Equal Employment Opportunities for Minorities and Women. The bidder is required to ensure that it and any subcontractors awarded a subcontract 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 bidder, undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.

The bidder will be required to submit a Minority and Women-owned Business Enterprise and Equal Employment Opportunity Policy Statement to DOCCS with its bid or proposal.

If awarded a Contract, bidder shall submit a Workforce Utilization Report and shall require each of its Subcontractors to submit a Workforce Utilization Report, in such format as shall be required by DOCCS on a quarterly basis as required during the term of the Contract.

Pursuant to Executive Order #162, contractors and subcontractors will also be required to report the gross wages paid to each of their employees for the work performed by such employees on the contract utilizing the Workforce Utilization Report on a quarterly basis.

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

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

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

Article 17-B of the New York State Executive Law provides for more meaningful participation in public 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 VeteransDevelopment@ogs.ny.gov to discuss methods of maximizing participation by SDVOBs on the Contract.

Tax Law § 5-A

TAX LAW § 5-A (Amended April 26, 2006): 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.

This law imposes upon certain contractors the obligation to certify whether or not the contractor, its affiliates, and its subcontractors are required to register to collect state sales and compensating use tax. The contractors must certify to DTF that each affiliate and subcontractor exceeding the sales threshold is registered with DTF to collect such State and local sales and compensating use taxes. The law prohibits the Comptroller, or other approving agency, from approving a contract to a vendor who is not registered in accordance with the law.

There are two (2) Contractor certification forms, with instructions, required for this bid. Form ST-220-TD is to be submitted directly to DTF. Submission to DTF is a one-time occurrence. If you have already submitted this form to DTF for other bidding opportunities, you do not need to submit the form attached to this bid. If, however, any certification information changes, a new ST-220-TD must be filed with DTF. Form ST-220-CA must be completed and submitted with this bid. This form certifies to the procuring agency that the contractor has filed ST-220-TD with DTF in compliance with the law.

Bidders should complete and submit the certification forms within two business days of request (if the forms are not submitted to DTF and/or and returned with bid). Bidders shall take the necessary steps to provide properly certified forms within a timely manner to ensure compliance with the law, as failure to do so may render a bidder non-responsive and non-responsible.

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

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: <http://www.governor.ny.gov/news/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.

Executive Order Number 38. Limits on State-Funded Administrative Costs & Executive Compensation

Effective July 1, 2013, limitations on administrative expenses and executive compensation contained within Governor Cuomo's Executive Order #38 and related regulations published by the Department (Part 513 of 7 NYCRR – Limits on Administrative Expenses and Executive Compensation) went into effect. Applicants agree that all state funds dispersed under this procurement will, if applicable to them, be bound by the terms, conditions, obligations and regulations promulgated by the Department. To provide assistance with compliance regarding Executive Order #38 and the related regulations, please refer to the Executive Order #38 website at: <http://executiveorder38.ny.gov>. This website may also be accessed from the DOCCS website at <http://www.doccs.ny.gov/>.

Public Officers Law

Contractors, consultants, vendors, and subcontractors may hire former State Agency or Authority employees. However, as a general rule and in accordance with New York Public Officers Law, former employees of the State Agency or Authority may neither appear nor practice before the State Agency or Authority, nor receive compensation for services rendered on a matter before the State Agency or Authority, for a period of two years following their separation from State Agency or Authority service. In addition, former State Agency or Authority employees are subject to a "lifetime bar" from appearing before the State Agency or Authority or receiving compensation for services regarding any transaction in which they personally participated or which was under their active consideration during their tenure with the State Agency or Authority.

Ethics Requirements

The Contractor and its Subcontractors shall not engage any person who is, or has been at any time, in the employ of the State to perform services in violation of the provisions of the New York Public Officers Law, other laws applicable to the service of State employees, and the rules, regulations, opinions, guidelines or policies promulgated or issued by the New York State Joint Commission on Public Ethics, or its predecessors (collectively, the "Ethics Requirements"). The Contractor certifies that all of its employees and those of its Subcontractors who are former employees of the State and who are assigned to perform services under this Contract shall be assigned in accordance with all Ethics Requirements. During the Term, no person who is employed by the Contractor or its Subcontractors and who is disqualified from providing services under this Contract pursuant to any Ethics Requirements may share in any net revenues of the Contractor or its Subcontractors derived from this Contract. The Contractor shall identify and provide the State with notice of those employees of the Contractor and its Subcontractors who are former employees of the State that will be assigned to perform services under this Contract, and make sure that such employees comply with all applicable laws and prohibitions. The State may request that the Contractor provide it with whatever information the State deems appropriate about each such person's engagement, work cooperatively with the State to solicit advice from the New York State Joint Commission on Public Ethics, and, if deemed appropriate by the State, instruct any such person to seek the opinion of the New York State Joint Commission on Public Ethics. The State shall have the right to withdraw or withhold approval of any Subcontractor if utilizing such Subcontractor for any work performed hereunder would be in conflict with any of the Ethics Requirements. The State shall have the right to terminate this Contract at any time if any work performed hereunder is in conflict with any of the Ethics Requirements.

Vendor Responsibility

Contractor must agree to the terms and conditions as noted in Section IX – Legal Required Forms of the RFP concerning Vendor Responsibility.

Encouraging Use of New York State Subcontractors and Suppliers

Public procurements can drive and improve the State's economic engine through promotion of the use of New York businesses by its Contractors. The State, therefore, expects Bidders to provide maximum assistance to New York businesses in their use of the Contract. The potential participation by all kinds of New York businesses will deliver great value to the State and its taxpayers. Read and complete the attached Encouraging Use of New York State Businesses in Contract Performance (Attachment F) and return as part of your proposal.

Diversity Practices

DOCCS has determined, pursuant to New York State Executive Law Article 15-A, that the assessment of the diversity practices of respondents to this procurement is practical, feasible, and appropriate. Diversity practices are the efforts of contractors to include New York State-certified Minority and Women-owned Business Enterprises ("M/WBEs") in their business practices. Diversity practices may include past, present, or future actions and policies, and include activities of 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 (Attachment G). The bidders' responses will be evaluated using a predetermined rating scale.

DOCCS Departmental Directives, Policies and Procedures

Contractor 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 Provider or staff hired by the Contractor to work in the facilities and approved by DOCCS, by virtue of accepting his/her assignment, must abide by all policies, rules and regulations of the Department.

Specifically, each individual Provider is to be made aware of and agree to comply with the following Department Directives, as currently written, or as revised (Attachment I).

- #2216-Fingerprinting/Criminal History Inquiry-New Employees and Contractors
- #4750 – Volunteer Services Program
- #4900 – Security in the Gate Area
- #4027A – Sexual Abuse Prevention & Intervention - Inmate-on-Inmate
- #4028A – Sexual Abuse Prevention & Intervention – Staff -on-Inmate
- #4936 - Search of DOCCS Employees
- #4405 – Inmate Art and Handicrafts
- A Directive in development regarding Inmate Creative Arts Projects

Note: Directive #4900 is not included in this RFP but will be made available to the approved Contractor. This Directive will have no bearing on bid price.

Each Provider shall participate in an Orientation Program at the facility in accordance with Training Manual 7.150 "Orientation Program for Per Diem and Non-Departmental Employees" (Attachment I).

DOCCS Policies implementing the Prison Rape Elimination Act (PREA)

In keeping with the Prison Rape Elimination Act (PREA), DOCCS has zero tolerance for sexual abuse or sexual harassment. DOCCS recognizes that inmates and parolees have the right to be free from sexual abuse and sexual harassment.

The contractor agrees to participate in Orientation and periodic training: Contractor shall require all staff to participate in general PREA training ("Sexual Abuse Prevention and Response Introduction/Refresher") as well as specialized PREA training for medical professionals ("Inmate Sexual Assault Post Exposure Protocol/PREA") prior to providing services under the Contract. Such training shall be conducted at the Correctional Facility and each Provider shall sign acknowledgement forms that they have completed and understand the training that has been provided. Periodic training, including review of annual written refresher information (DOCCS Training Bulletin #7) and refresher training at least every two years, is also mandatory.

The training will address the contractor's responsibilities under the Department's sexual abuse and sexual harassment prevention, detection, and response policies and procedures pursuant to PREA. This includes zero-tolerance for sexual abuse and sexual harassment; Providers duties to report allegations of sexual abuse, harassment or retaliation; the right of inmates to be free from sexual abuse and harassment; how to avoid inappropriate relationships with inmates; how to communicate effectively and professionally with inmates including lesbian, gay, bisexual, transgender, intersex, and gender nonconforming inmates; and other requirements.

Providers will read the most updated version of the Policy on the Prevention of Sexual Abuse of Inmates and Training Bulletin 7 "PREA: Sexual Abuse Prevention and Response". All Providers must acknowledge receipt in writing that they will be held accountable for and act in accordance with the policy and the law.

Prohibition of Sexual Misconduct

Providers are prohibited from having any sexual contact or engaging in any sexual conduct with an inmate. In accordance with Penal Law section 130.05, it is a crime for any employee to engage in sexual conduct or sexual contact with an inmate. For purposes of Penal Law section 130.05, an employee also includes any person providing direct services to inmates in a State correctional facility pursuant to a contractual arrangement with the Department or, in the case of a volunteer, a written agreement with the Department.

Any Provider who engages in sexual abuse shall be prohibited from contact with inmates and shall be reported to law enforcement agencies, unless the activity was clearly not criminal, and to relevant licensing bodies. DOCCS shall take appropriate remedial measures, and shall consider whether to prohibit further contact with inmates, in the case of any other violation of agency sexual abuse or sexual harassment policies by a Provider

Background Check Requirements

Background checks are required for all staff. As set forth below, Contractor shall be obligated to undertake and complete the following background checks for each Provider it proposes prior to the start of their engagement. DOCCS shall not be held liable for any costs incurred by the Contractor to perform background checks. DOCCS shall perform a criminal background records check of each Provider under the contract in accordance with Directive #2216 "Fingerprinting/Criminal History Inquiry – New Employees, and Contractors."

1. Background Check

- a. When a Contractor proposes a Provider, any previously completed background check shall be furnished with such Provider's Master File at the time of proposal. If there was no previous background check, the Contractor shall perform a complete background check and provide the results thereof to the correctional facility. If a prior background check was completed more than six months, then the Contractor shall perform an updated background check and provide the results thereof to the correctional facility.
- b. The Contractor is responsible for completing background checks on each Provider prior to such Provider beginning work. The completion of a background check of a given Provider shall not provide a given Provider with clearance to secured areas. A Contractor is required to maintain records of background checks for the Contract term, to include them in the Candidate's Master File, and make such records available to the State when requested.

- c. At a minimum, the background check must include the following steps:
 - i. Undertaking a criminal history record check including a) a national criminal history check, and b) state and county criminal checks using the NYS Office of Court Administration (NYSOCA) and comparable searches of states where the person lived, worked or attended school during the past five years. In the alternative, a Contractor may elect to obtain the record of convictions from NYSOCA directly and from their equivalents from other states where the person lived, worked or attended school during the past 5 years;
 - ii. For positions in which the Candidate may be working directly or indirectly with minors, the elderly, or incapacitated individuals, determine if the Candidate is listed on the NYS Sex Offender Registry. The Authorized User is responsible for communicating these circumstances to the Contractor;
 - iii. Verification of previous employment for the past five years;
 - iv. Verification of educational background;
 - v. Verification of social security number and U.S. citizenship or legal resident status;
 - vi. Any other check requested by the correctional facility as necessary.

After the completion of the background check, the Contractor shall provide the results to the correctional facility. The correctional facility shall review the information and make a determination about the suitability of the Provider in accordance with the relevant statutory and contractual provisions.

2. Staff Removal

If a Contractor becomes aware that any Provider it has designated to work in a correctional facility becomes a potential risk to the State, the Contractor shall immediately notify the correctional facility. If the Provider is suspended at the facility, the Contractor will propose a qualified substitute. Should a correctional facility find a Provider to be an unacceptable risk to the State, the correctional facility shall notify the Contractor and may request that the Contractor provide a replacement.

Master File - "Master File" shall mean an electronic file maintained by Contractor for each staff servicing the correctional facility. The Master File must include: qualifications, certifications, licenses, and background checks.

VII. ADMINISTRATIVE INFORMATION

A. Method of Award

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

B. Price

Bidders are required to submit pricing using Cost Proposal Form **(Attachment C)**. Cost information must not appear in the technical proposal. All cost information must be completely independent as this is reviewed separately. The cost submittal must be enclosed in a **separate, sealed envelope labeled "RFP 2019- 02 Cost Proposal."**

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

Totals for each budget component and the budget grand total must be clearly indicated. Travel costs, if applicable, may not exceed the NYS travel rates published by the Office of the State Comptroller at www.osc.state.ny.us/agencies/travel

Bidders should also adhere to the New York State Office of General Services Business Services Center Non-Employee Travel (NET) Guidelines. Non-NYS employees who provide services to and/or travel on behalf of New York State agencies may be entitled to the reimbursement of travel related expenses as allowed by the terms and conditions of agreements entered into with State agencies. This includes non-employees that work directly with an agency and those who work for a vendor who has a contract or purchase order agreement with a State agency. In many cases the NET reimbursement process follows the guidelines in the NYS Office of the State Comptroller's (OSC) Travel Manual for State employees traveling on State business. BSC NET Guidelines: <https://bsc.ogs.ny.gov/sites/default/files/BSC%20Announcement%20-%20Non-Employee%20Travel%20Guidelines.pdf>

C. Term of Contract

The contract resulting from this RFP will start on April 1, 2019 or upon OSC approval, whichever date is later, and continue for a term of five (5) years.

D. Method of Payment

Any payment made by DOCCS to the contract vendor will be made through direct payment upon submission of billing invoices. Compensating balances will not be employed. Contract vendor must provide complete and accurate billing invoices to DOCCS in order to receive payment. Billing invoices submitted to DOCCS on a standard voucher must contain all information and supporting documentation. The Contractor will need to submit billing invoices on a monthly basis. Specific invoicing schedules will be determined mutually between DOCCS and the Contractor after notice of contract award. The contractor is required to submit a budget modification detailing any programmatic or line item changes to the original contract budget to the DOCCS's Contract Manager. All programmatic changes to the contract budget must be pre-approved by DOCCS. Any budget modification that is greater than 5 percent will require a detailed justification. Failure to submit a valid budget modification will delay the processing of vouchers for payment.

Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epayments@osc.state.ny.us or telephone 855-233-8363.

Contractor acknowledges that it will not receive payment on any invoices submitted under this contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

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

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

E. Price Adjustment (Escalation/De-escalation)

Price shall remain firm for the first year. Thirty days prior to each anniversary date of the award, the Contractor may request a rate change (increase or decrease) based upon fluctuations in the latest published copy of the Consumer Price Index for all urban consumers as published by the US Department of Labor, Bureau of Labor Statistics, Washington, D.C. 20212. (**Specifically—Northeast Urban, Not Seasonally Adjusted, Services, Series ID: CUUR0100SAS**). The index is also available through the Internet at the US Bureau of Labor Statistics web site at www.bls.gov. If during the time the Price Adjustment is requested, and the above series ID is discontinued or not available, the State reserves the right to implement another applicable index.

Price adjustments using the CPI involve changing the base payment by the percent change in the level of the CPI between the reference period and a subsequent time period. This is calculated by first determining the index point change between the two periods and then the percent change. The price adjustment shall be calculated as follows. Take the CPI for the 3rd month prior to the month of the start date of the awarded contract and subtract this figure from the CPI value for the 3rd month prior to the anniversary date of the awarded contract. (e.g.: If contract begins in June, use the March CPI) That sum is then divided by the CPI value for the original 3rd month prior to start date and this result is then multiplied by 100 to equal the percent change which is the price adjustment value. This percentage of increase or decrease shall be applied to the next contract year, effective on the anniversary date of the contract. No increase may exceed five (5) percent. The following example illustrates the computation of percent change:

Example (fictitious):

CPI for current period	136.0
Less CPI for previous period	129.9
Equals index point change	6.1
Divided by previous period CPI	129.9
Equals	0.047
Result multiplied by 100	0.047 x 100
Equals percent change	4.7

The Contractor has the sole responsibility to submit invoices at the adjusted rate on the applicable anniversary date to the Authorized User, as appropriate. Should the Contractor fail to submit adjusted invoices within three (3) months after the applicable anniversary date, the Contractor shall be deemed to have waived its right to any increase in price for that year, but the State shall not be barred from making the appropriate adjustment in the case of a decrease determined in accordance with the above methodology.

VIII. CONTRACT CLAUSES

A. Freedom of Information Law / Trade Secrets

During the evaluation process, the content of each bid will be held in confidence and details of any bid will not be revealed (except as may be required under the Freedom of Information Law or other State law). The Freedom of Information Law provides for an exemption from disclosure for trade secrets or information the disclosure of which would cause injury to the competitive position of commercial enterprises. This exception would be effective both during and after the evaluation process. Should you feel your firm's bid contains any such trade secrets or other confidential or proprietary information, **you must submit a request to 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.

B. Conflict of Interest:

Bidder must disclose any existing or contemplated relationship with any other person or entity, including relationships with any member, shareholders of 5% or more, parent, subsidiary, or affiliated firm, which would constitute an actual or potential conflict of interest or appearance of impropriety, relating to other clients/customers of the Respondent or former officers and employees of the Agencies and their Affiliates, in connection with your rendering services enumerated in this RFP. If a conflict does or might exist, please describe how your Staffing Firm would eliminate or prevent it. Indicate what procedures will be followed to detect, notify the Agencies of, and resolve any such conflicts.

Bidder must disclose whether it, or any of its members, shareholders of 5% or more, parents, affiliates, or subsidiaries, have been the subject of any investigation or disciplinary action by the New York State Commission on Public Integrity or its predecessor State entities (collectively, "Commission"), and if so, a brief description must be included indicating how any matter before the Commission was resolved or whether it remains unresolved.

Additionally, a bidder will be required to submit the **Vendor Assurance of No Conflict of Interest or Detrimental Effect** form located within this RFP as evidence of compliance with the foregoing.

C. Subcontracting

The Contractor agrees not to subcontract any of its services, unless as indicated in its bid, without the prior written approval of the DOCCS. Approval shall not be unreasonably withheld upon receipt of written request to subcontract.

The Contractor may arrange for a portion/s of its responsibilities to be subcontracted to qualified, responsible subcontractors, subject to approval of the DOCCS. If the Contractor determines to subcontract a portion of the services, the subcontractors must be clearly identified and the nature and extent of its involvement in and/or proposed performance must be fully explained by the Contractor to the DOCCS. As part of this explanation, the subcontractor must submit to the DOCCS a completed Vendor Assurance of No Conflict of Interest or Detrimental Effect form, as required by the Contractor prior to execution of a contract.

The Contractor retains ultimate responsibility for all services performed under a contract.

All subcontracts shall be in writing and shall contain provisions, which are functionally identical to, and consistent with, the provisions of this RFP. Unless waived in writing by DOCCS, all subcontracts between the Contractor and subcontractors shall expressly name DOCCS as the sole intended third party beneficiary of such subcontract. DOCCS reserves the right to review and approve or reject any subcontract, as well as any amendment to said subcontract(s), and this right shall not make DOCCS a party to any subcontract or create any right, claim, or interest in the subcontractor or proposed subcontractor against DOCCS.

DOCCS reserves the right, at any time during the contract term to verify that the written subcontract between the Contractor and subcontractors is in compliance with all of the provisions of this Section and any subcontract provisions contained in this RFP.

The Contractor shall give DOCCS immediate notice in writing of the initiation of any legal action or suit which relates in any way to a subcontract with a subcontractor or which may affect the performance of the Contractor's duties under a contract. Any subcontract shall not relieve the Contractor in any way of any responsibility, duty and/or obligation of a contract.

If at any time during performance under the contract the total compensation to a subcontractor exceeds or is expected to exceed \$100,000, that subcontractor shall be required to submit and certify a Vendor Responsibility Questionnaire.

D. Debriefing

Bidders will be accorded fair and equal treatment with respect to the opportunity for debriefings. Unsuccessful Bidders will be notified in writing and will be offered an opportunity for a debriefing. Bidders requesting a debriefing prior to the final approval of the contract must make a request in writing to the designated contact person within 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>

E. Termination

1. Agency Termination

Event of default: if DOCCS, in its sole discretion, deems the Contractor's or that of its officers, Employees, subcontractors, agents, licensees, licensors, or affiliates, services are unsatisfactory, negligent or grossly negligent, DOCCS will send a written cure notice in accordance with the Notice provisions of the contract, and Contractor shall have thirty (30) days to correct the deficiencies noted. If the deficiencies are not corrected, DOCCS may terminate this contract immediately upon written notice. Notwithstanding the foregoing, DOCCS reserves the right to terminate immediately for cause.

Deficient Certifications: If the awarded contract has a value greater than \$15,000, DOCCS shall have the right to terminate in the event the State Finance Law sections 139-j and 139-k certifications executed by the Contractor are found to be false or incomplete. If the contract has a value of greater than \$100,000 and Contractor's sales for the immediately preceding four quarters were greater than \$300,000, or if the contract has a value of \$125,000 or greater, DOCCS shall have the right to terminate in the event the Contractor's Department of Taxation and Finance Contractor Certification form, ST 220-CA, statements are found to be false or incomplete.

Lack of Funds: If for any reason the State of New York terminates or reduces its appropriations to DOCCS, the awarded contract may be terminated or reduced at DOCCS's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the DOCCS for payment of such costs. In any event, no liability shall be incurred by the State (including DOCCS) beyond monies available for the purposes of the awarded contract.

DOCCS may terminate the awarded contract, upon written notice, in the event of any of the following: (i) Contractor makes an assignment for the benefit of creditors; (ii) a petition in bankruptcy or any insolvency proceeding is filed by or against Contractor and is not dismissed within thirty (30) days from the date of filing; or (iii) all or substantially all of Contractor's property is levied upon or sold in any judicial proceeding.

Convenience of DOCCS: The contract may be terminated at any time upon receipt of thirty (30) days prior written notice given by DOCCS for whatever reason.

This AGREEMENT may be terminated at any time upon mutual written consent of DOCCS and the CONTRACTOR.

In the event of the termination of this AGREEMENT by either party, DOCCS shall be liable for the actual and necessary expenses for services provided by CONTRACTOR up to and including the effective date of termination.

2. Procurement Lobbying Termination

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

F. Ethics Compliance

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

G. 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. The CONTRACTOR's duty to indemnify shall cover direct, indirect, special and consequential damages. Such indemnity shall not be limited to the insurance coverage herein prescribed.

H. New York State Vendor File Registration

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

If a Bidder is not currently registered with the New York State Vendor File, upon notice of contract award, DOCCS shall request a completed OSC Substitute W-9 form. A fillable form with instructions can be found at the following link:

http://www.osc.state.ny.us/vendors/forms/ac3237s_fe.pdf. DOCCS will initiate the vendor registration process. Once the process is initiated, registrants will receive an email from OSC that includes the unique ten-digit vendor identification number assigned to the company and instructions on how to enroll in the online Vendor Self-Service application. For more information on the NYS Vendor File, visit: http://www.osc.state.ny.us/vendor_management/.

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

IX. LEGAL REQUIRED FORMS

Individuals and corporations entering into contracts with New York State are subject to various laws and must submit certain documents pursuant to State Law or policy. The forms and related excerpts from law, and/or instructions are included in Attachments E and F. Please review the forms carefully and note that some forms require notarized signatures. The mandatory forms and documents include:

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

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

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

2. **Vendor Responsibility Questionnaire**

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

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

To enroll in the VendRep System, please refer to the VendRep System Instructions and User Support for Vendors available at the Office of the State Comptroller’s (OSC) website, http://www.osc.state.ny.us/vendrep/vendor_index.htm or to use, go directly to the VendRep System online at <https://portal.osc.state.ny.us/Enrollment/login>.

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

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

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.

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

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

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

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

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate DOCCS officials or staff, the Contract may be terminated by the NYS DOCCS at the Contractor's expense where the Contractor is determined by DOCCS to be non-responsible. In such event, DOCCS may complete the contractual requirements in any manner deemed advisable and pursue available legal equitable remedies for breach.

3. **Encouraging Use of New York State Businesses in Contract Performance** In an ongoing effort to use New York State (NYS) businesses, DOCCS encourages bidders to partner with NYS subcontractors and/or suppliers. For this solicitation, bidders should identify the NYS businesses that they plan to use if awarded the contract resulting from this solicitation by completing the form entitled *Encouraging Use of New York State Businesses in Contract Performance* (Attachment F). If known, please identify the businesses and attach the requested information. Return the completed form with your proposal. If you do not plan to partner with a NYS business, please indicate this on the form and return it with your proposal.
4. **M/WBE - EEO Policy Statement**
By completing the Minority/Women-Owned Business Enterprises – Equal Employment Opportunity (M/WBE-EEO) Policy Statement (Attachment F), Bidder agrees to adopt DOCCS' policies to assist in achieving the M/WBE contract participation goals set by DOCCS and provide Equal Employment Opportunities.
5. **EEO Staffing Plan**
The Bidder will be required to submit an Equal Employment Opportunity (EEO) Staffing Plan (Form EEO 100) identifying the anticipated work force to be utilized on the contract (Attachment F).

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

1. **Insurance Requirements**

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

Contractors shall be required to procure, at their sole cost and expense, and shall maintain in force at all times during the term of any Contract resulting from this Solicitation, policies of insurance as required by this Section. All insurance required by this Section shall be written by companies that have an A.M. Best Company rating of "A-," Class "VII" or better. In addition, companies writing insurance intended to comply with the requirements of this Section should be licensed or authorized by the New York State Department of Financial Services to issue insurance in the State of New York. DOCCS may, in its sole discretion, accept policies of insurance written by a non-authorized carrier or carriers when certificates and/or other policy documents are accompanied by a completed Excess Lines Association of New York (ELANY) affidavit or other documents demonstrating the company's strong financial rating. If, during the term of a policy, the carrier's A.M. best rating falls below "A-," Class "VII," the insurance must be replaced, on or before the renewal date of the policy, with insurance that meets the requirements above.

Bidders and Contractors shall deliver to DOCCS evidence of the insurance required by this Solicitation and any Contract resulting from this Solicitation in a form satisfactory to DOCCS. Policies must be written in accordance with the requirements of the paragraphs below, as applicable. While acceptance of insurance documentation shall not be unreasonably withheld, conditioned or delayed, acceptance and/or approval by DOCCS does not, and shall not be construed to, relieve Bidders or Contractors of any obligations, responsibilities or liabilities under this Solicitation or any Contract resulting from this Solicitation.

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 term of the Contract.

- A. General Conditions Applicable to Insurance. All policies of insurance required by this Solicitation or any Contract resulting from this Solicitation shall comply with the following requirements:
1. Coverage Types and Policy Limits. The types of coverage and policy limits required from Bidders and Contractors are specified in Paragraph B Insurance Requirements below.
 2. Policy Forms. Except as otherwise specifically provided herein, or agreed to in the Contract resulting from this Solicitation, all policies of insurance required by this Section shall be written on an occurrence basis.
 3. Certificates of Insurance/Notices. Bidders and Contractors shall provide DOCCS with a Certificate or Certificates of Insurance, in a form satisfactory to DOCCS as detailed below, and pursuant to the timelines set forth in Section B below. Certificates shall reference the Solicitation or award number and shall name The New York State Department of Corrections and Community Supervision, Harriman Campus, 1220 Washington Avenue, Albany, New York 12226-2050, as the certificate holder.

Certificates of Insurance shall

- Be in the form acceptable to DOCCS and in accordance with the New York State Insurance Law (e.g., an ACORD certificate);
- Disclose any deductible, self-insured retention, aggregate limit or exclusion to the policy that materially changes the coverage required by this Solicitation or any Contract resulting from this Solicitation;
- Refer to this Solicitation and any Contract resulting from this Solicitation by award Contract number;

- Be signed by an authorized representative of the referenced insurance carriers; and
- Contain the following language in the Description of Operations / Locations / Vehicles section: Additional insured protection afforded is on a primary and non-contributory basis. A waiver of subrogation is granted in favor of the additional insureds.

Only original documents (certificates of insurance and any endorsements and other attachments) or electronic versions of the same that can be directly traced back to the insurer, agent or broker via e-mail distribution or similar means will be accepted.

DOCCS generally requires Contractors to submit only certificates of insurance and additional insured endorsements, although DOCCS reserves the right to request other proof of insurance. Contractors should refrain from submitting entire insurance policies, unless specifically requested by DOCCS. If an entire insurance policy is submitted but not requested, DOCCS shall not be obligated to review and shall not be chargeable with knowledge of its contents. In addition, submission of an entire insurance policy not requested by DOCCS does not constitute proof of compliance with the insurance requirements and does not discharge Contractors from submitting the requested insurance documentation.

4. **Primary Coverage.** All liability insurance policies shall provide that the required coverage shall be primary and non-contributory to other insurance available to the People of the State of New York, the New York State Department of Corrections and Community Supervision, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees. Any other insurance maintained by the People of the State of New York, the New York State Department of Corrections and Community Supervision, any entity authorized by law or regulation to use the contract and their officers, agents, and employees shall be excess of all applicable Contractor's insurance, including any umbrella and/or excess policies, and shall not contribute with the Bidder/Contractor's insurance.
5. **Breach for Lack of Proof of Coverage.** The failure to comply with the requirements of this Section at any time during the term of the Contract shall be considered a breach of the terms of the Contract and shall allow the People of the State of New York, the New York State Department of Corrections and Community Supervision, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees to avail themselves of all remedies available under the Contract or at law or in equity.
6. **Self-Insured Retention/Deductibles.** Certificates of Insurance must indicate the applicable deductibles/self-insured retentions for each listed policy. Deductibles or self-insured retentions above \$100,000.00 are subject to approval from DOCCS. Such approval shall not be unreasonably withheld, conditioned or delayed. Bidders and Contractors shall be solely responsible for all claim expenses and loss payments within the deductibles or self-insured retentions. If the Bidder/Contractor is providing the required insurance through self-insurance, evidence of the financial capacity to support the self-insurance program along with a description of that program, including, but not limited to, information regarding the use of a third-party administrator shall be provided upon request. If the Contractor is unable to meet their obligation under any deductible, self-insured retention or self-insurance, neither the People of the State of New York nor DOCCS will be obligated to drop down to cover those amounts.
7. **Subcontractors.** Prior to the commencement of any work by a Subcontractor, the Contractor shall require such Subcontractor to procure policies of insurance as required by this Section and maintain the same in force during the term of any work performed by that Subcontractor.

8. **Waiver of Subrogation.** For all liability policies and the workers' compensation insurance required below, the Bidder/Contractor shall cause to be included in its policies insuring against loss, damage or destruction by fire or other insured casualty a waiver of the insurer's right of subrogation against the People of the State of New York, the New York State Department of Corrections and Community Supervision, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees, or, if such waiver is unobtainable (i) an express agreement that such policy shall not be invalidated if the Contractor waives or has waived before the casualty, the right of recovery against The People of the State of New York, the New York State Department of Corrections and Community Supervision, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees or (ii) any other form of permission for the release of The People of the State of New York, the New York State Department of Corrections and Community Supervision, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees. A Waiver of Subrogation Endorsement shall be provided upon request. A blanket Waiver of Subrogation Endorsement evidencing such coverage is also acceptable.
9. **Additional Insured.** The Contractor shall cause to be included in each of the liability policies required below, ISO form CG 20 10 11 85 (or a form or forms that provide equivalent coverage, such as the combination of CG 20 10 04 13 and CG 20 37 04 13) and form CA 20 48 10 13 (or a form or forms that provide equivalent coverage), naming as additional insureds: The People of the State of New York, the New York State Department of Corrections and Community Supervision, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees. An Additional Insured Endorsement evidencing such coverage shall be provided to DOCCS pursuant to the timelines set forth in Section B below. A blanket Additional Insured Endorsement evidencing such coverage is also acceptable. For Contractors who are self-insured, the Contractor shall be obligated to defend and indemnify the above-named additional insureds with respect to Commercial General Liability and Business Automobile Liability, in the same manner that the Contractor would have been required to pursuant to this Section had the Contractor obtained such insurance policies.
10. **Excess/Umbrella Liability Policies.** Required insurance coverage limits may be provided through a combination of primary and excess/umbrella liability policies; however, a minimum of two million dollars (\$2,000,000.00) must be primary coverage for general liability and auto liability. All Contractor's applicable insurance policies, including umbrella and excess insurance, will be primary to any insurance, self-insurance, deductible or self-insured retention of The People of the State of New York, the New York State Department of Corrections and Community Supervision, or any entity authorized by law or regulation to use the Contract and their officers, agents, and employees. If coverage limits are provided through excess/umbrella liability policies, then a Schedule of underlying insurance listing policy information for all underlying insurance policies (insurer, policy number, policy term, coverage and limits of insurance), including proof that the excess/umbrella insurance follows form must be provided upon request.
11. **Notice of Cancellation or Non-Renewal.** Policies shall be written so as to include the requirements for notice of cancellation or non-renewal in accordance with the New York State Insurance Law. Within five (5) business days of receipt of any notice of cancellation or non-renewal of insurance, the Contractor shall provide DOCCS with a copy of any such notice received from an insurer together with proof of replacement coverage that complies with the insurance requirements of this Solicitation and any Contract resulting from this Solicitation.

12. **Policy Renewal/Expiration** Upon policy renewal/expiration, evidence of renewal or replacement of coverage that complies with the insurance requirements set forth in this Solicitation and any Contract resulting from this Solicitation shall be delivered to DOCCS. If, at any time during the term of any Contract resulting from this Solicitation, the coverage provisions and limits of the policies required herein do not meet the provisions and limits set forth in this Solicitation or any Contract resulting from this Solicitation, or proof thereof is not provided to DOCCS, the Contractor shall immediately cease work. The Contractor shall not resume work until authorized to do so by DOCCS.
13. **Deadlines for Providing Insurance Documents after Renewal or Upon Request.** As set forth herein, certain insurance documents must be provided to the DOCCS Procurement Services contact identified in the Contract Award Notice after renewal or upon request. This requirement means that the Contractor shall provide the applicable insurance document to DOCCS as soon as possible but in no event later than the following time periods:
- For certificates of insurance: 5 business days
 - For information on self-insurance or self-retention programs: 15 calendar days
 - For other requested documentation evidencing coverage: 15 calendar days
 - For additional insured and waiver of subrogation endorsements: 30 calendar days

Notwithstanding the foregoing, if the Contractor shall have promptly requested the insurance documents from its broker or insurer and shall have thereafter diligently taken all steps necessary to obtain such documents from its insurer and submit them to DOCCS, DOCCS shall extend the time period for a reasonable period under the circumstances, but in no event shall the extension exceed 30 calendar days.

B. Insurance Requirements

Bidders and Contractors shall obtain and maintain in full force and effect, throughout the term of any Contract resulting from this Solicitation, at their own expense, the following insurance with limits not less than those described below and as required by the terms of any Contract resulting from this Solicitation, or as required by law, whichever is greater:

Insurance Type		Proof of Coverage is Due
Commercial General Liability	[Not less than \$2,000,000 each occurrence]	Upon Notification of Tentative Award
General Aggregate	\$2,000,000	
Products – Completed Operations Aggregate	\$2,000,000	
Personal and Advertising Injury	\$1,000,000	
Medical Expenses Limit	\$5,000	
Business Automobile Liability Insurance	[Not less than \$2,000,000 each occurrence]	
Workers' Compensation		
Disability Benefits		

1. **Commercial General Liability Insurance:** Such liability shall be written on the current edition of ISO occurrence form CG 00 01, or a substitute form providing equivalent coverage 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].

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate
- Products – Completed Operations Aggregate
- Personal and Advertising Injury
- Each Occurrence

Coverage shall include, but not be limited to, the following:

- Premises liability;
- Independent contractors;
- Blanket contractual liability, including tort liability of another assumed in a contract;
- Defense and/or indemnification obligations, including obligations assumed under the Contract;
- Cross liability for additional insureds;
- Products/completed operations for a term of no less than three [1-3] years, commencing upon acceptance of the work, as required by the Contract;
- [Explosion, collapse and underground hazards; and
- Contractor means and methods].

2. **Business Automobile Liability Insurance:** Such insurance shall cover liability arising out of any automobile used in connection with performance under the Contract, including owned, leased, hired and non-owned automobiles bearing or, under the circumstances under which they are being used, required by the Motor Vehicles Laws of the State of New York to bear, license plates.

In the event that the Contractor does not own, lease or hire any automobiles used in connection with performance under the Contract, the Contractor does not need to obtain Business Automobile Liability Insurance, but must attest to the fact that the Contractor does not own, lease or hire any automobiles used in connection with performance under the Contract on a form provided by DOCCS. If, however, during the term of the Contract, the Contractor acquires, leases or hires any automobiles that will be used in connection with performance under the Contract, the Contractor must obtain Business Automobile Liability Insurance that meets all of the requirements of this section and provide proof of such coverage to DOCCS in accordance with the insurance requirements of any Contract resulting from this Solicitation.

In the event that the Contractor does not own or lease any automobiles used in connection with performance under the Contract, but the Contractor does subcontract, hire and/or utilize non-owned automobiles in connection with performance under the Contract, the Contractor, subcontractor or owner of the automobile(s) must: (i) obtain Business Automobile Liability Insurance as required by this Solicitation or any Contract resulting from this Solicitation, except that such insurance may be limited to liability arising out of hired and/or non-owned automobiles, as applicable; and (ii) attest to the fact that the Contractor does not own or lease any automobiles used in connection with performance under the Contract, on a form provided by DOCCS. If, however, during the term of the Contract, the Contractor acquires or leases any automobiles that will be used in connection with performance under the Contract, the Contractor must obtain Business Automobile Liability Insurance that meets all of the requirements of this Section and provide proof of such coverage to DOCCS in accordance with the insurance requirements of any Contract resulting from this Solicitation.

3. Workers' Compensation Insurance and Disability Benefits Requirements

- Sections 57 and 220 of the New York State Workers' Compensation Law require the heads of all municipal and state entities to ensure that businesses applying for contracts have appropriate workers' compensation and disability benefits insurance coverage. These requirements apply to both original contracts and renewals. **Failure to provide proper proof of such coverage or a legal exemption will result in a rejection of a Bid or any contract renewal. A Bidder will not be awarded a Contract unless proof of workers' compensation and disability insurance is provided to DOCCS.** Proof of workers' compensation and disability benefits coverage, or proof of exemption must be submitted to DOCCS at the time of Bid submission, policy renewal, contract renewal, and upon request. Proof of compliance must be submitted on one of the following forms designated by the New York State Workers' Compensation Board. **An ACORD form is not acceptable proof of New York State workers' compensation or disability benefits insurance coverage.**

The failure to comply with the requirements of this Attachment at any time during the term of any Contract resulting from this Solicitation shall be considered a breach of the terms of any Contract resulting from this Solicitation and shall allow the People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use any Contract resulting from this Solicitation and their officers, agents, and employees to avail themselves of all remedies available under any Contract resulting from this Solicitation, at law or in equity.

Proof of Compliance with Workers' Compensation Coverage Requirements:

- Form 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*, which is available on the Workers' Compensation Board's website (www.wcb.ny.gov);
- Form C-105.2 (9/07), *Certificate of Workers' Compensation Insurance*, sent to DOCCS by the Contractor's insurance carrier upon request, or if coverage is provided by the New York State Insurance Fund, they will provide Form U-26.3 to DOCCS upon request from the Contractor; or
- Form SI-12, *Certificate of Workers' Compensation Self-Insurance*, available from the New York State Workers' Compensation Board's Self-Insurance Office, or
- Form GSI-105.2, *Certificate of Participation in Workers' Compensation Group Self-Insurance*, available from the Contractor's Group Self-Insurance Administrator.

Proof of Compliance with Disability Benefits Coverage Requirements:

- Form 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*, which is available on the Workers' Compensation Board's website (www.wcb.ny.gov);
- Form DB-120.1, *Certificate of Disability Benefits Insurance*, sent to DOCCS by the Contractor's insurance carrier upon request; or
- Form DB-155, *Certificate of Disability Benefits Self-Insurance*, available from the New York State Workers' Compensation Board's Self-Insurance Office.

An instruction manual clarifying the New York State Workers' Compensation Law requirements is available for download at the New York State Workers' Compensation Board's website, <http://www.wcb.ny.gov>. Once on the site, click on the Employers/Businesses tab and then click on Employers' Handbook.

2. **Department of Taxation and Finance Contractor Certification—Forms ST-220-CA & ST-220-TD**

The Contractor must submit Form ST-220-CA (see Attachment E) to certify that it has filed Form ST-220-TD with the NYS Department of Taxation and Finance (DTF) and that the information contained on Form ST-220-TD is correct and complete as of the date that the Contractor files Form ST-220-CA. Bidders may access and complete a fillable Form ST-220-CA by using the following link: http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf.

Form ST-220-TD (see Attachment E) must be filed directly with DTF at the address on the front page of the form. Bidders may access and complete a fillable Form ST-220-TD using the following link: http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf.

For Questions and Answers Concerning Tax Law Section 5-a, go to NYS Department of Taxation and Finance (DTF) at <http://www.tax.ny.gov/pdf/publications/sales/pub223.pdf>. Vendors may call DTF directly at 1-800-698-2909 for any and all questions relating to Tax Law Section 5-a and relating to a company's registration status with the DTF. For additional information and frequently asked questions, please refer to the DTF website: <http://www.tax.ny.gov>.

3. **Consultant Disclosure Legislation Requirement**

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

Upon notification of tentative award for this RFP, the selected Contractor must complete Form A, *State Consultant Services Contractor's Planned Employment* (Attachment E). The completed Form A must include information for all employees that will be providing services under the contract resulting from this RFP.

The Contractor must submit Form B, *State Consultant Services Contractor's Annual Employment Report* (Attachment E), to report annual employment information required by the statute. This form captures historical information, detailing actual employment data for the most recently concluded State fiscal year (April 1 – March 31).

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

4. **Non-Disclosure Agreement**

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

No-Use – Recipient agrees not to use the Confidential Information in anyway, except for the purpose of the projects or assignments they are performing for DOCCS.

No Disclosure – Recipient agrees to use its best efforts to prevent and protect the Confidential Information, or any part thereof, from disclosure to any person other than Recipient's employees and/or consultants designated by DOCCS having a need of disclosure in connection with Recipients' authorized use of the Confidential Information. This includes employees and consultants that may not be directly working on the project or job. Recipient agrees not to disclose the nature of the work to any third party without prior written DOCCS consent. In circumstance where the signer of this document is representing a Recipient with more than one employee, the Recipient also agrees that all of its current and future staff who may be involved in the relationship with DOCCS have been and will be instructed in the requirements of this agreement.

Protection of Secrecy – Recipient agrees to take all steps reasonably necessary to protect the secrecy of the Confidential Information, and to prevent the Confidential Information from falling into the public domain or into the possession of unauthorized persons. Such steps shall include keeping Confidential Information stored in a locked office/facility where only authorized personnel would have access.

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

5. M/WBE Utilization Plan

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

6. 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 (Attachment E) as evidence of compliance with the foregoing and submit with bid/proposal.

7. Sexual Harassment Prevention

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 (Attachment L).

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.

X. PROCUREMENT RIGHTS

- A. DOCCS reserves the right to the following:
1. At any time, amend RFP specifications to correct errors or oversights, and to supply additional information as it becomes available. All bidders who have received this RFP will be supplied with all amendments or additional information issued.
 2. Seek clarifications and revisions of proposals.
 3. Change any of the scheduled dates stated herein with written notice to all bidders who have received this RFP.
 4. Disqualify proposals that fail to meet mandatory requirements.
 5. Request any non-mandatory documents from bidder.
 6. Amend, modify, or withdraw this RFP at any time and without notice to or liability to any bidder or other parties for expenses incurred in preparation of a proposal.
 7. Not to proceed with an award.
 8. Reject any and all proposals received in response to the RFP.
 9. Make an award under the RFP in whole, or in part.
 10. Use proposal information obtained through site visits, management interviews and the State's investigation of a bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the bidder in response to the agency's request for clarifying information in the course of evaluation and/or selection under the RFP.
 11. Prior to the bid opening, direct bidders to submit proposal modifications addressing subsequent RFP amendments.
 12. Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective bidders.
 13. Waive any requirements that are not material.
 14. Negotiate with a successful bidder within the scope of the RFP in the best interests of the State.
 15. Conduct contract negotiations with the next responsible bidder, should the agency be unsuccessful in negotiating with the selected bidder.
 16. Utilize any and all ideas submitted in the proposals received.
 17. Unless otherwise specified in the solicitation, every offer is firm and not revocable for a period of 180 days from the bid opening.
 18. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a bidder's proposal and/or to determine a bidder's compliance with the requirements of the solicitation.
- B. Issuance of this RFP does not commit DOCCS to award a contract or to pay any costs involved in preparation of proposals. All proposals are submitted at the sole responsibility of the bidder.
- C. The proposal must be signed by the Chief Executive Officer or an Authorized Designee of the agency and shall constitute a firm offer by the bidder for a minimum period of 180-days after proposal submission. The proposal shall serve as the basis for the contract with the successful bidder.
- D. Bidders may propose to partner or sub-contract with other entities to meet the terms of this RFP. In such a case, however, DOCCS will only communicate with the bidder, not the partner or sub-contractor. If bidder proposing such is awarded, the partner or sub-contractor will be required to complete a Vendor Responsibility Questionnaire.

- E. Successful bidder will be required to assure compliance with certain provisions of both state and federal Law. These include, but are not limited to, assurance of non-discrimination, affirmative action in hiring and provision of services, and the protection of client records as required by law and regulation. Proposals from Minority and Women-Owned Enterprises and Service-Disabled Veterans'-Owned Businesses are encouraged.
- F. Unsuccessful bidders will be notified in writing and will be offered an opportunity to be debriefed. A debriefing, if any, will be scheduled for all unsuccessful bidders upon request, at a date, time and location convenient to both DOCCS and the bidder concerned.
- G. Information regarding current contracts may be requested under the Freedom of Information Law (FOIL). FOIL requests should be submitted to DOCCS Records Access Officer. Specific filing information can be obtained at <http://www.doccs.ny.gov/DOCCSwebfoiform.aspx>. Information may be provided once the entire procurement process has been completed and formally approved by the appropriate state agencies.
- H. Upon contract award, if Contractor is not able to start the program on April 1, 2019, DOCCS has the right to withdraw its award. The proposal with the second highest point allocation will then be awarded a contract.
- I. Upon notice of tentative contract award the bidder will be required to sign the Non-Disclosure Agreement (Attachment E).
- J. Any negotiated contract must conform to the laws of New York State and will be subject to approval by the Department of Law and the Office of the State Comptroller. The contract will not be effective until approval has been granted by the Department of Law and the Office of the State Comptroller.
- K. Information regarding the procurement procedure may be found on the webpage of the New York State Procurement Guidelines of the State Procurement Counsel at: <http://www.ogs.ny.gov/BU/PC/SPC.asp> and Office of General Services Procurement Services webpage at: <http://ogs.ny.gov/BU/PC/>.
- L. It is stipulated and agreed by the parties that the laws of the State of New York shall solely and in all respects, govern with relation to any dispute, litigation, or interpretation arising out of or connected with any contract resulting from this solicitation.
- M. In the event that any one or more of the provisions of the forthcoming contract shall for any reason be declared unenforceable under the laws or regulations in force, such provision will not have any effect on the validity of the remainder of this said contract, which shall then be construed as if such unenforceable provision had never been written or was never contained in the contract.
- N. In the event of any material breach of service by the contractor, DOCCS shall give written notice specifying the material breach. If such written notice of material breach is given and the contractor does not correct the breach to DOCCS' satisfaction within ten (10) business days after receipt of the written notice, DOCCS shall have the right to unilaterally and immediately terminate the agreement and seek a replacement contractor in order to maintain service without penalty to DOCCS.
- O. Inspection of Books - It is expressly understood and agreed that the Department of Corrections and Community Supervision and the New York State Comptroller shall have the right to inspect and audit the Contractor's records covered under this Agreement, in accordance with his statutory responsibility to examine the books and accounts of every Agency. The New York State Comptroller requires, and the Contractor agrees to, the retention of all material that is pertinent to an audit of the operations under any contract resulting from this RFP for a full seven-year period from the expiration of the contact.
- P. Procurement Lobbying Termination - DOCCS reserves the right to terminate this contract in the event it is found that the certification filed by the Bidder in accordance with New York State Finance Law §139 j & k was intentionally false or intentionally incomplete. Upon such finding, DOCCS may

exercise its termination right by providing written notification to the Bidder in accordance with the written notification terms of this contract.

XI. PROPOSAL CONTENT

This section of the RFP sets forth the criteria to be used by DOCCS for the evaluation of proposals submitted. The evaluation criteria will be applied uniformly and equally, ensuring that each qualified bidder has an opportunity to be fairly considered. Best Value Award will be based on the highest composite bidder's score. Each proposal that meets the submission and mandatory requirements stated in the RFP will receive a numerical score based on the following assigned weight value for the Technical, Diversity Practices Questionnaire and Cost Proposal submitted:

- 65 Points - Technical Proposal
- 5 Points - Diversity Practices
- 30 Points - Cost Proposal

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

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

A. Mandatory Requirements (Pass/Fail)

Pass/Fail Checklist – Will consist of a review of each original proposal to ensure that all submission requirements, mandatory requirements and minimum bidder qualifications are met. Failure to meet any of these requirements in the original proposal may result in a proposal being considered non-responsive.

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

- Bidder's Response to Mandatory Requirements (see Section XI, A):
- Technical Proposal: submit two (2) originals and six (6) exact copies.
- Diversity Practices Questionnaire (see Attachment G): submitted in a separate, sealed envelope, clearly labeled "Diversity Practices Questionnaire": three (3) originals.
- Cost Proposal Form (see Attachment C) submitted in a separate, sealed envelope clearly labeled "Cost Proposal": submit three (3) originals.
- Bidder meets the mandatory requirements.
- Mandatory forms and document requirements:
 - Completed Application Cover Sheet (**Attachment B**) Cover Letter: submit two (2) original copies.
 - Submit one (1) original and one (1) exact copy of the following:
 - Completed Procurement Lobbying Certification (**Attachment E**).
 - Completed and Certified Vendor Responsibility Questionnaire (completed online or paper questionnaire submitted).
 - Vendor Assurance of No Conflict of Interest or Detrimental Effect
 - Completed DOCCS M/WBE–EEO Policy Statement (**Attachment F**).
 - Completed EEO Staffing Plan (**Attachment F**).
 - Completed EO 177 Certification (**Attachment E**).
 - Completed Bid Submission Checklist (**Attachment H**).

- Completed State Finance Law Section 139-1 Certification (Attachment L)
- Signed copies of all addenda released for this solicitation.

B. Technical Proposal (65 Points)

Technical Proposals should address the Scope of Services. The overall score for this part of the submission is worth 65% of the final combined score. Provide succinct responses in your proposal to address the following specific components. Simply answer the questions in the clearest, most direct manner possible. Do not include any cost information in the Technical Proposal submission.

1. Bidder's Experience (8 Points)

Bidders should submit the following:

- a) A description of the organization's experience (including present activities, and those within the past five years) operating creative arts and theatre programs; or related programs for convicted felons; or community-based programs. **(5 Points)**
- b) A detailed description of the Bidder's qualifications for providing the services described throughout the RFP. **(1 Point)**
- c) A detailed description of program results (e.g. how many individuals completed the program) directly related to the Bidder's past similar or comparable programs including a succinct description of the scope(s) for the program(s) and the population(s) served. **(2 Points)**

2. Comprehensiveness and Quality of Program Design (10 Points)

The selected provider will deliver the creative arts and theatre program described in this RFP, with the overall goal of acquiring skills that are socially acceptable expressions of individuality. To address this subsection, include the following in your proposal:

- a) program plan with a statement of program philosophy
- b) description of the overall program design and a description of program components consistent with the Department's desired program goals
- c) outline of the curriculum and the proposed program schedule that include details regarding any A/V support/educational materials
- d) list of job titles and functions
- e) job descriptions
- f) required staff qualifications
- g) staff assignments and work schedules
- h) space requirements
- i) if outside consultants will be used and, if so, details including availability of résumés

3. Attendance (3 Points)

Describe how you plan to implement an attendance policy in the Bidder's proposed program for the inmates participating in the program.

4. Standards (5 Points)

Describe the proposed program that will conform to the following standards:

- a) The group is expected to be facilitated by a qualified contract staff person with inmates.
- b) At each facility, the group shall meet on a weekly basis on designated days and times.
- c) A minimum of two program cycles must be held in a one-year period at each facility except for the Taconic pilot program.

5. Goals and Components (5 Points)

Provide an overall statement of the goals of the program including the following key program components, and explain how the Bidder will implement the services in each of the program components:

- a) Inmate education and training
- b) Enhancing family and peer relationships.
- c) Development and provision of training for designated DOCCS staff aimed at facilitating the aforementioned goals.

6. Approach (4 Points)

Describe the multi-modality approach the Bidder will use for the group format.

7. Practices (5 Points)

Describe the evidence-based practices that the Bidder's proposed program plan will include. Specify the supplemental readings and describe the proposed homework assignments.

8. Workshops and Theatre Productions (10 Points)

- a) Provide the proposed curriculum to be used for workshops and development of theatre presentations. Include a broad and diverse array of training topics that are relevant and appropriate for the inmate population. **(6 Points)**
- b) Describe the evaluation process including appropriate pre- and post-assessments to be used. **(4 Points)**

9. Development of Socially Acceptable Expressions of Individuality (5 Points)

Describe how Bidder proposes to enhance the development of the following skill sets:

- a) Personal Qualities: responsibility, self-esteem, sociability, Self-management, integrity/honesty
- b) Interpersonal: participation as member of a team, teaching others new skills, exercising leadership, negotiating, working with diverse groups
- c) Thinking skills: creative thinking, decision making, problem solving, visualizing, knowing how to learn, reasoning
- d) Communication skills: public speaking, writing, active listening, expressing thoughts clearly, reading to an audience, showing empathy, memorization
- e) Time Management: managing schedules, budgeting time to attend programs, working within a set schedule.

10. Records and Reporting Requirements (5 Points)

Provide the plan to maintain case records for each program participant, including the following:

- a) Individual assessments
- b) Progress notes
- c) Discharge summaries
- d) Evaluations
 - 1) Monthly Reports: Describe the Bidder's proposed monthly report format. Describe how the Bidder will incorporate the pre- and post-assessment results to be used for comparison purposes.
 - 2) Quarterly Reports: Describe the Bidder's proposed quarterly report format that will include a summary of accomplishments during the quarter, any program accomplishments, problems encountered, and the plans to address problems encountered. The quarterly reports should also present cumulative data for the program.
 - 3) Annual Reports: Describe the Bidder's proposed annual report detailing the activities, accomplishments, and expenditures for the contract year.

11. Program Monitoring/Staffing and Background (5 Points)

- a) Detail the Bidder's plan to monitor its delivery of services and ensure timely responses to problems encountered **(1 Point)**
- b) Include how the Bidder proposes to use the results to improve services. Include a supervision and development plan for staff **(1 Point)**
- c) Include a list of staff that will oversee or perform the contracted duties at the correctional facilities. The Bidder should plan to maintain and make available a current listing of staff that includes titles/functions qualifications, salaries, and assignments. Include a plan for proposed staff members to complete the Volunteer Services process according to Directive #4750 **(3 Points)**

C. Diversity Practices Questionnaire (5 Points)

Bidders must complete the Diversity Practices Questionnaire (**Attachment G**) as described in this RFP herein. The responses will be evaluated using a separate predetermined rating scale. The resulting scores assigned for diversity practice will be worth up to 5%. The Diversity Practices response is to be packaged in a **separate envelope** labeled as RFP 2019-02 Diversity Practices Questionnaire.

D. Cost Proposal (30 Points)

The Cost Proposal Form must be completed with no lines omitted. The Bidder shall not deviate from the Cost Proposal Form. Bid prices shall be inclusive of all costs including travel, licenses, insurance, administrative, profit, all labor and equipment costs, reporting or other requirements, all overhead costs, and other ancillary costs. The estimated annual quantities for each title used on Attachment C - Cost Proposal Form are for evaluation purposes only.

If your proposal's required expenditure-based budget, budget narrative/justifications, indirect cost calculation and all other funds are not clearly lined out in your proposal, your proposal may be disqualified. If a bidder does not have indirect costs, clearly indicate "Not Applicable" on **Attachment C**.

All successful contractors will be required to make on-going efforts to receive third party revenue during the course of the contract. Obtaining this third-party revenue is not a contractual requirement but making a good faith effort, as determined by DOCCS management. In your proposal please specify the procedures that will be employed to obtain third-party funding in the budget narrative justification under Other Narrative. Include the success of your organization in receiving third-party revenue and explain the impact on the proposed program if less third-party revenue than projected is received. DOCCS will not be in the position to make up any projected third-party revenue that does not materialize and reserves the right to consider this a contractual violation. Be careful to project accurately and take all necessary measures to achieve projected revenue levels. If you are not projecting receipt of third party revenue, you must explain why and will still be required during the contract period to make a good faith effort to receive it.

XII. PROPOSAL SUBMISSION

A. RFP Questions and Clarifications

Questions and clarifications regarding this RFP must be in writing referencing the RFP number, page number, and section/subsection and emailed to the Contract Procurement Unit at Linda.Mitchell@doccs.ny.gov. Enter "RFP 2019-02" in the subject line.

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

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

B. Proposal Packaging and Submission

For the purpose of evaluation, each proposal must be submitted in five (5) parts but mailed together.

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

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

2. **Part II - Technical Proposal Submittal** - Must consist of the technical proposal submittal **ONLY**. The technical proposal submittal must include a minimum of two (2) originals and six (6) exact copies.
3. **Part III – Diversity Practices Submittal** - Must consist of the Diversity Practices Questionnaire submittal **ONLY**. The Diversity Practices Questionnaire must include a minimum of two (2) originals and be clearly marked “RFP 2019-02 Diversity Practices Submittal” in a separate sealed envelope.
4. **Part IV - Cost Proposal Submittal** - Must consist of the cost proposal submittal **ONLY**. The cost proposal submittal must include three (3) originals and be clearly marked “RFP 2019-02 Cost Proposal” in a separate sealed envelope.
5. **Part V – Electronic Copy of Documents** - In addition to the original hard copy proposal submissions please include one electronic copy of all documents in PDF format on an electronic medium (i.e. USB flash drive, CD, etc.).

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

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

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

PROPOSALS WILL NOT BE ACCEPTED VIA FAX OR EMAIL.

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

C. Proposal Due Date

The completed proposal, with all required attachments and documentation, must be received no later than **3:00 pm. on February 22, 2019**. Any proposal received after this date and time may not be accepted.

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

Proposal must be received in a sealed package marked "**Proposal for RFP 2019-02**" and forwarded to:

Attn: Linda Mitchell, Contract Management Specialist II
NYS Department of Corrections and Community Supervision
Contract Procurement Unit – Support Operations
Proposal for RFP 2019-02
550 Broadway, Menands, NY 12204

XIII. PROPOSAL EVALUATION CRITERIA AND SELECTION PROCESS

A. Proposal Evaluation and Scoring

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

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

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

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

- **Phase 2 - Technical Proposal Submittal (65 Points)**

Phase 2 will consist of evaluation of your detailed technical proposal response (Part II). Proposals will be evaluated based on thoroughness in responding to each item listed in Section XI, B.

Bidder's Experience (8 Points)

Comprehensiveness and Quality of Program Design (10 Points)

Attendance (3 Points)

Standards (5 Points)

Goals and Components (5 Points)

Approach (4 Points)

Practices (5 Points)

Workshops and Theatre Productions (10 Points)

Development of Socially Acceptable Expressions of Individuality (5 Points)

Records and Reporting Requirements (5 Points)

Program Monitoring/Staffing and Background (5 Points)

Points will be awarded for responses in each category as listed above using predetermined rating scales. The resulting Program Review scores will be calculated by adding the total points from each reviewer and dividing that number by the total number of reviewers. This will create an average score for all reviewers' totals.

- **Phase 3 – Diversity Practices (5 Points)**

Respondents must complete Attachment G - Diversity Practices Questionnaire, as described in this RFP herein. The responses will be evaluated using a separate predetermined rating scale. The resulting scores assigned for diversity practice will be worth up to 5%. The Diversity Practices response is to be packaged in a **separate envelope** labeled as RFP 2019-02 Diversity Practices Questionnaire.

- **Phase 4 - Part IV Cost Proposal Submittal (30 Points)**

Phase 4 will consist of an evaluation of the overall cost (Part IV) of each proposal. Bidders are required to submit pricing using Attachment C – Cost Proposal Form. Each proposal will be scored as follows: The cost proposal with the lowest total fee will be awarded the maximum possible points. All other bidders will receive a proportionate number of points using the following formula: low bid/bid being evaluated X category weight.

B. Final Composite Score (100 Points)

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

C. Notification of Award

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

ATTACHMENT A

Appendix A - Standard Clauses for New York State Contracts

APPENDIX A

**STANDARD CLAUSES FOR
NEW YORK STATE CONTRACTS**

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

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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/Offerors

pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

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

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

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

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ATTACHMENT B

Application Cover Sheet

New York State Department of Corrections and Community Supervision

Application Cover Sheet

Applicant Legal Name: _____

Contact Person: _____

Business Address: _____

Phone: _____ E-Mail Address: _____

Fax: _____ Website Address: _____

Federal ID #: _____ NYS Vendor ID #: _____

Submitted By:

Name of Authorized Official: _____

Title of Authorized Official: _____

Signature of Authorized Official: _____

Date: _____

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

ATTACHMENT C

Cost Proposal Form

See Separate Attachment C

ATTACHMENT D

Bid Declination Form

**New York State Department of Corrections and Community Supervision
Attachment D
RFP 2019-02 Creative Arts and Theatre Program
Bid Declination Form**

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

Company Name: _____

Address: _____

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

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

Please remove our company from future RFP solicitations: No _____ Yes _____

Name of Contact Person: _____ Date Returned: _____

Phone Number: _____

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

Linda Mitchell, Contract Management Specialist II
NYS Department of Corrections & Community Supervision
Division of Support Operations / Contract Procurement Unit
550 Broadway, Menands, New York 12204
Email: Linda.Mitchell@dccs.ny.gov

ATTACHMENT E

Legal Required Forms

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

- Procurement Lobbying / Prior Non-Responsibility / Procurement Lobbying Termination
- Vendor Responsibility Questionnaire (if not completed online) (see Section IX.A.2 for information and web links to complete)
- Vendor Assurance of No Conflict of Interest or Detrimental Effect
- M/WBE and EEO Policy Statement (see Attachment F)
- EEO Staffing Plan (Form EEO-100) (see Attachment F)
- EO 177 Certification (Attachment E)
- (Attachment L)

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

- Contractor Insurance Requirements (see Section IX.B.1-2):
 - Commercial General Liability
 - Comprehensive Business Automobile Liability
 - Errors & Omissions Liability
- Compliance with Workers' Compensation and NYS Disability Benefits Insurance Requirements (see Section IX.B.3):
 - Proof of Compliance with Workers' Compensation Coverage
 - Proof of Compliance with Disability Benefits Coverage
- Tax and Finance Form ST-220-CA (Form ST-220-TD is filed directly with NYS Department of Tax & Finance)
- Consultant Disclosure Form A
- Non-Disclosure Agreement

PROCUREMENT LOBBYING CERTIFICATION

By signing, the offeror/bidder affirms that it understands and agrees to comply with the NYS Department of Corrections and Community Supervision (DOCCS) procedures relative to permissible contacts, as required by State Finance Law §139-j and §139-k.

Procurement Lobbying information can be accessed at:

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

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

By: _____ Date: _____

Name: _____ Title: _____

Contractor Name: _____

Contractor Address: _____

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

- | | | |
|---|----|-----|
| 1. Has any Government Entity made a finding of non-responsibility against this organization/company? | 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.

Offeror Certification:

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

By: _____ Date: _____

Name: _____ Title: _____

Procurement Lobbying Termination

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

Vendor Assurance of No Conflict of Interest or Detrimental Effect

The Firm offering to provide commodities/services pursuant to this RFP, as a contractor, joint venture contractor, subcontractor, or consultant, attests that its performance of the services outlined in this solicitation 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 RFP;
5. During the negotiation and execution of any contract resulting from this RFP, 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 RFP, 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 RFP 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.

EO 177 Certification

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

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

Generally, the Human Rights Law applies to:

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

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

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

Contractor:

By:

Name: _____

Title: _____

Date: - - - - - _20

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

**CONTRACTOR CERTIFICATION FORMS
(Pursuant to Section 5-A of the Tax Law)**

Form ST-220-CA (2 pages)

Regardless of whether ST-220-TD is being filed/updated for this bid or not, these 2 pages must be completed, signed and returned with this bid.

Form available at:

http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf

Form ST-220-TD (4 pages)

If filing with the Department of Taxation & Finance for the first time, or previously submitted information needs to be updated, these 4 pages must be removed from this bid, completed, signed and submitted directly to the Department of Taxation and Finance.

Form available at:

http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf



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

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

(name)

(title)

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

(Mark an X in only one box)

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

(insert contract number or description)

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:

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

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

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF

88.:

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.]

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

D (If a corporation): _he is the _____

_____, 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.

D (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.

D (If a limited liability company): _he is a duly authorized member of _____ 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.

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Department of Taxation and Finance

Contractor Certification

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

ST-220-TD

(4/15)

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	Qty	State	ZIP code
Contractor's mailing address (if different than above)	City	State	ZIP code
Contractor's federal employer identification number (EIN)	Contractor's sales tax ID number (if different from contractor's BNJ)	Contractor's telephone number ()	
Covered agency or state agency	Contract number or description		Covered agency telephone number ()
Covered agency address	Qty	State	ZIP code
Is the estimated contract value over the full term of the contract (but not including renewals) more than \$100,000?			
Yes	No	Unknown at this time	

General information

Tax Law section 5-a, 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 Form ST-220-CA, *Contractor Certification to Covered Agency*, 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 Tax Law section 5-a, 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
WA HARRIMAN CAMPUS
ALBANY NY 12227 -0826

Privacy notification

New York State Law requires all government agencies that maintain a system of records to provide notification of the legal authority for any request, the principal purpose(s) for which the information is to be collected, and where it will be maintained. To view this information, visit our Web site, or, if you do not have Internet access call and request Publication 54, *Privacy Notification*. See *Need help?* for the Web address and telephone number.

Need help?	
Internet	Visit our Web site at www.tax.ny.gov
Web	<ul style="list-style-type: none"> get information and manage your taxes online check for new online services and features
Telephone	Telephone assistance
Sales Tax	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)

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. _____

CONSULTANT DISCLOSURE REPORTING REQUIREMENTS
CONTRACTOR INSTRUCTIONS

Background:

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

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

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

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

Form A, State Consultant Services – Contractor’s Planned Employment from Contract Start Date through the End of the Contract Term and **Form B, State Consultant Services Contractor’s Annual Employment Report**, are attached to these instructions. Please see these instructions for further information regarding completion and submission of the forms.

INSTRUCTIONS

FORM A:

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

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

- **Employment category:** the specific occupation(s), as listed in the O*NET occupational classification system, which best describe the employees anticipated to be providing services under the contract.

(Note: Access the O*NET database, which is available through the US Department of Labor’s Employment and Training Administration, on-line at www.online.onetcenter.org to find a list of occupations.)
- **Number of employees:** the total number of employees in the employment category anticipated to be employed to provide services under the contract, including part time employees and employees of subcontractors.
- **Number of hours to be worked:** the total number of hours anticipated be worked by the employees in the employment category.
- **Amount payable under the contract:** the total amount payable by the State to the State contractor under the contract, for work by the employees in the employment category, for services provided during the Report Period.

Submit completed **Form A** within 48 hours of notification of selection for award to DOCCS (as the contracting agency) at the address listed below.

FORM A

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

State Agency Name: NYS Department of Corrections and Community Supervision
 State Agency Department ID: 3250226 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

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 **(Contractor)**, 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: As stated in **RFP 2019-02**, and all personal information.

3. The Recipient shall keep the information confidential and shall use the confidential information only for **The Creative Arts and Theatre Program**. 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 April 1, 2019 or upon OSC approval and through March 31, 2023 or contract end.

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.

25. This Agreement may be terminated immediately by either party upon delivery of written notice of termination to the other party. Such termination shall not affect Recipient's duty with respect to confidential information disclosed prior to termination.

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: _____

By: _____

Print Name: _____

Title: _____

Date: _____

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ATTACHMENT F
MWBE
REQUIREMENTS
AND FORMS

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

New York State Law: Pursuant to New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations DOCCS is required to promote opportunities for the maximum feasible participation of New York State-certified Minority and Women-owned Business Enterprises (“MWBEs”) and the employment of minority group members and women in the performance of DOCCS contracts.

Business Participation Opportunities for MWBEs

For purposes of this solicitation, DOCCS hereby establishes an overall goal of **0** percent for MWBE participation, **0** percent for New York State-certified Minority-owned Business Enterprise (“MBE”) participation and **0** percent for New York State-certified Women-owned Business Enterprise (“WBE”) participation (based on the current availability of MBEs and WBEs). A contractor (“Contractor”) on any contract resulting from this procurement (“Contract”) must document its good faith efforts to provide meaningful participation by MWBEs as subcontractors and suppliers in the performance of the Contract. To that end, by submitting a response to this RFP, the bidder agrees that DOCCS may withhold payment pursuant to any Contract awarded as a result of this RFP pending receipt of the required MWBE documentation. The directory of MWBEs can be viewed at: <https://ny.newnycontracts.com>. For guidance on how DOCCS will evaluate a Contractor’s “good faith efforts,” refer to 5 NYCRR § 142.8.

The bidder 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.

In accordance with 5 NYCRR § 142.13, the bidder further acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in a Contract resulting from this solicitation, such finding constitutes a breach of contract and DOCCS may withhold payment as liquidated damages.

Such liquidated damages shall be calculated as an amount equaling the difference between: (1) all sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and (2) all sums actually paid to MWBEs for work performed or materials supplied under the Contract.

By submitting a bid or proposal, a bidder agrees to demonstrate its good faith efforts to achieve the applicable MWBE participation goals by submitting evidence thereof through the New York State Contract System (“NYSCS”), which can be viewed at <https://ny.newnycontracts.com>, provided, however, that a bidder may arrange to provide

such evidence via a non-electronic method by contacting the designated contact(s) for this procurement. Additionally, a bidder will be required to submit the following documents and information as evidence of compliance with the foregoing:

1. An MWBE Utilization Plan with their bid or proposal. Any modifications or changes to an accepted MWBE Utilization Plan after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to DOCCS for review and approval.

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

2. If a notice of deficiency is issued, the bidder will be required to respond to the notice of deficiency within seven (7) business days of receipt by submitting to DOCCS, a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by DOCCS to be inadequate, DOCCS shall notify the bidder and direct the bidder to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

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

- a) If a bidder fails to submit an MWBE Utilization Plan;
- b) If a bidder fails to submit a written remedy to a notice of deficiency;
- c) If a bidder fails to submit a request for waiver; or
- d) If DOCCS determines that the bidder has failed to document good faith efforts.

The successful bidder will be required to attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract Award may be made at any time during the term of the Contract to DOCCS, but must be made no later than prior to the submission of a request for final payment on the Contract.

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

Equal Employment Opportunity Requirements

By submission of a bid or proposal in response to this solicitation, the bidder agrees with all of the terms and conditions of Appendix A – Standard Clauses for All New York State Contracts including Clause 12 - Equal Employment Opportunities for Minorities and Women. The bidder is required to ensure that it and any subcontractors awarded a subcontract 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 bidder, undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities

without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.

The bidder will be required to submit a Minority and Women-owned Business Enterprise and Equal Employment Opportunity Policy Statement to DOCCS with its bid or proposal.

If awarded a Contract, bidder shall submit a Workforce Utilization Report and shall require each of its Subcontractors to submit a Workforce Utilization Report, in such format as shall be required by DOCCS on a quarterly basis as required during the term of the Contract.

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

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

MINORITY/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 _____

This organization will require its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participation goals and provide Equal Employment Opportunities set by NYS DOCCS for the State-funded project by taking the following steps:

M/WBE

- (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) Utilize ESD Directory of State certified M/WBEs 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 increase participation by M/WBEs and encourage the formation of joint ventures and other partnerships among M/WBE contractors to encourage their participation.
- (5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. The Contractor will also maintain, or, where appropriate, require its subcontractors to maintain and submit, as required by DOCCS, records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.
- (6) Ensure that project payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and/or other credit requirements may be waived and/or appropriate alternatives are developed to encourage M/WBE participation.

EEO

- military status, marital status, domestic violence victim status, arrest or conviction record, or predisposing genetic characteristics, and 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, religion/creed, color, national origin, sex, age, disability, sexual orientation, military status, marital status, domestic violence victim status, arrest or conviction record, or predisposing genetic characteristics.
- (c) At the request of the contracting agency, this organization shall request that each employment agency, labor union, or authorized representative will not discriminate on the basis of race, religion/creed, color, national origin, sex, age, disability, sexual orientation, military status, marital status, domestic violence victim status, arrest or conviction record, or predisposing genetic characteristics, and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.
- (d) This organization will include the provisions of sections (a) through (c) 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.

(a) This organization will not discriminate against any employee or applicant for employment because of race, religion/creed, color, national origin, sex, age, disability, sexual orientation,

Agreed to this _____ day of _____, 20____

Sign: _____

Print: _____ Title: _____

Minority/ Women Business Enterprise Liaison

_____ is designated as the Minority/Women Business Enterprise Liaison
(Name of Designated Liaison)

responsible for administering the Minority and Women-Owned Business Enterprises-Equal Employment Opportunity (M/WBE-EEO) program.

M/WBE Contract Goals

_____ % Minority and Women’s Business Enterprise Participation

_____ % Minority Business Enterprise Participation

_____ % Women’s Business Enterprise Participation

(Authorized Representative)

Title: _____

Date: _____

Contact:

**Department of Corrections and Community Supervision
Support Operations / Contract Procurement Unit
The Harriman State Campus
1220 Washington Ave
Albany, NY 12226**



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

**EEO STAFFING PLAN
(EQUAL EMPLOYMENT OPPORTUNITY)**

SUBMIT WITH BID OR PROPOSAL

Solicitation No.:	Reporting Entity: <input type="checkbox"/> Contractor <input type="checkbox"/> Subcontractor	Report includes Contractor's: <input type="checkbox"/> Contractor's workforce to be utilized on this contract <input type="checkbox"/> Contractor's total workforce <input type="checkbox"/> Subcontractor's workforce to be utilized on this contract <input type="checkbox"/> Subcontractor's total workforce Submit completed form to: Department of Corrections and Community Supervision Support Operations / Contract Procurement Unit The Harriman State Campus 1220 Washington Ave Albany, NY 12226
Contractor/Subcontractor's Name:		
Contractor/Subcontractor's Address:		
FEIN:	Telephone NO.:	

Enter the total number of employees for each classification.

EEO Job Category	Total Workforce	Workforce by Gender		Workforce by Race/Ethnic Identification										Disabled		Veteran	
		Total Male	Total Female	White (Not Hispanic/Latino)		Black (Not Hispanic/Latino)		Hispanic or Latino		Asian (Not Hispanic/Latino)		American Indian or Alaskan Native(Not Hispanic/Latino)		(M)	(F)	(M)	(F)
		(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Executive/Senior Level Officials & Managers																	
First/Mid Level Officials & Managers																	
Professionals																	
Technicians																	
Sales Workers																	
Administrative Support Workers																	
Craft Workers																	
Operatives																	
Laborers and Helpers																	

Service Workers																	
Totals																	
PREPARED BY (Signature):								TELEPHONE NO.:				DATE:					
								E-MAIL ADDRESS:									
NAME AND TITLE OF PREPARER (Print or Type):										FOR AGENCY USE ONLY							
										REVIEWED BY:				DATE:			

General instructions: All Offerors must complete an EEO Staffing Plan (EEO 100) and submit it as part of the bid or proposal package to the address provided. Where the workforce to be utilized in the performance of the State contract can be separated out from the Contractor's total workforce, the Offeror shall complete this form only for the anticipated workforce to be utilized on the State contract. Where the workforce to be utilized in the performance of the State contract cannot be separated out from the Contractor's total workforce, the Offeror shall complete this form for the Contractor's current total workforce. Subcontractors awarded a subcontract over \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "work") except where the "work" is for the beneficial use of the Contractor must complete this form upon request of DOCCS.

Instructions for completing:

1. Enter the Solicitation Number that this report applies to along with the name and address of the Offeror.
2. Check off the appropriate box to indicate if the Offeror completing the report is the Contractor or a Subcontractor.
3. Check off the appropriate box to indicate type of workforce being reported.
4. Enter the total workforce by EEO job category.
5. Break down the total workforce by gender and enter under the heading "Workforce by Gender."
6. Break down the total workforce by race/ethnic background and enter under the heading "Workforce by Race/Ethnic Identification."
7. Enter the name, title, phone number, and E-mail address for the person completing the form. Sign and date the form in the designated boxes.

RACE/ETHNIC IDENTIFICATION

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

WHITE - (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa or the Middle East.

BLACK - (Not of Hispanic origin) A person who has origins in any of the black racial groups of Africa.

HISPANIC or LATINO - All persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race

ASIAN & PACIFIC ISLANDER - All persons having origins in any of the original peoples of the Far East, Southeast Asia or the Indian Subcontinent, including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam. A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.

AMERICAN INDIAN or ALASKAN NATIVE - A person having origins in any of the original peoples of North or South America (including Central America), and who maintains tribal affiliation or community recognition.

OTHER CATEGORIES

- **DISABLED INDIVIDUAL** - Any person who:
 - Has a physical or mental impairment that substantially limits one or more major life activity (ies)
 - Has a record of such an impairment; or
 - Is regarded as having such impairment.
- **VETERAN** - An individual who served in the military during time of war.



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

M/WBE UTILIZATION PLAN

INSTRUCTIONS: This form must be submitted with any bid proposal or proposed negotiated contract. This Utilization Plan must contain a detailed description of the supplies, purchases, and/or services to be provided by each certified Minority and Women-Owned Business Enterprise (M/WBE) under the contract. Attach additional sheets if necessary.

Contractor's Name: _____
 Address: _____
 City, State, Zip Code: _____

Federal Identification Number: _____
 Solicitation/Contract Number: _____
 Telephone Number: _____

Region/Location of Work:

M/WBE Goals in the Contract: MBE _____% WBE _____%

1. Certified M/WBE Subcontractors/Suppliers Name, Address, Email Address, and Telephone No.	2. Classification	3. Detailed Description of Work/Purchase (Attach additional sheets, if necessary)	4. Dollar Value of Subcontracts/ Supplies/Services and intended performance dates of each component of the contract.
A.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE Federal ID No. _____		
B.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE Federal ID No. _____		
C.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE Federal ID No. _____		

IF UNABLE TO FULLY MEET THE MBE AND WBE GOALS SET FORTH IN THE CONTRACT, CONTRACTOR MUST SUBMIT A REQUEST FOR WAIVER. TO THE CONTRACTING UNIT.

Submission of this form constitutes the Contractor's acknowledgement and agreement to comply with the M/WBE requirements set forth under NYS Executive Law, Article 15-A and 5 NYCRR Part 142. Failure to submit complete and accurate information may result in a finding of noncompliance or rejection of the bid/proposal and/or suspension or termination of the contract.

NAME AND TITLE OF PREPARER (Print or Type): 	SUBMIT COMPLETED FORM TO: Department of Corrections and Community Supervision Support Operations / Contract Procurement Unit The Harriman State Campus 1220 Washington Ave Albany, NY 12226
--	---

SIGNATURE AND DATE:

FOR AGENCY USE ONLY

REVIEWED BY: _____ **DATE:** _____

UTILIZATION PLAN APPROVED: YES NO **Date:** _____

Contract No: _____

Contract Award Date: _____

Estimated Date of Completion: _____

Amount Obligated Under the Contract: _____

NOTICE OF DEFICIENCY ISSUED: YES NO **Date:** _____

NOTICE OF ACCEPTANCE ISSUED: YES NO **Date:** _____

Instructions:

1. Contractor Information: Enter contractor name, address, and federal employer identification number (FEIN).
2. Region/Location of Work: Enter region/location of work or facility name.
3. Project M/WBE Goals: Enter M/WBE Project Goals. These goals are to be accomplished by subcontracting with NYS certified M/WBE's.
4. Subcontractor: NYS Certified M/WBE Information: Enter name of certified M/WBE, address, telephone number, and Federal ID number. Verify in the Directory of Certified Minority and Women-Owned Businesses available at: www.esd.ny.gov/mwbe.html that they are a NYS certified minority or women-owned business.
5. Indicate certification type: MBE, WBE or both by checking the appropriate boxes, Y (Yes) or N (No).
6. Describe the type of services the M/WBE vendors will provide in relation to the contract, and estimate the amount the contractor will spend with these vendors.

Special Note: This section does not need to be completed if the contractor is a certified minority and women-owned business enterprise (dual certified) and responsible for one hundred percent of the contract performance. If this is the case, proceed to the signature section and attach a printout from the Directory of Certified Minority and Women-Owned Businesses available at: www.esd.ny.gov/mwbe.html showing the Contractor is a dual New York certified M/WBE. If the contractor is a NYS certified minority-owned business enterprise (MBE) or women-owned business enterprise (WBE), this section needs to be completed to satisfy the goal for which the Contractor is not certified. For example, if the Contractor is a NYS certified MBE, the Contractor is required to subcontract with a NYS certified WBE to achieve the WBE project goals.

7. Signature Section: Sign, print name, and date.

**ENCOURAGING USE OF NEW YORK STATE BUSINESSES IN CONTRACT PERFORMANCE
RFP 2019-02 -- Creative Arts and Theatre Program**

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).

ATTACHMENT G

Diversity Practices Questionnaire

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?

(circle one)

YES or NO

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

NAME: _____

TITLE: _____

DUTIES and EVIDENCE of INITIATIVES PERFORMED:

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?

PERCENTAGE: _____%

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

PERCENTAGE: _____%

¹Do not include onsite project overhead.

4. Does your company provide technical training² to minority- and women-owned business enterprises?

(circle one)

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?

(circle one)

YES or NO

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

6. Does your company include specific quantitative goals for the utilization of minority- and women-owned business enterprises in its non-government procurements?

(circle one)

YES or NO

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

²Technical 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.

7. Does your company have a formal minority- and women-owned business enterprise supplier diversity program?

(circle one) **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?

(circle one) **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 _____)

) SS.:

COUNTY OF _____)

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

ATTACHMENT H

Bid Submission Checklist

New York State Department of Corrections and Community Supervision

Bid Submission Checklist

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

Check Box	Checklist Item	Number of Originals	Number of Exact Copies
	Application Cover Sheet (see Attachment B) & Cover Letter	2	
Part I Response to Mandatory Requirements and Mandatory Forms and Document Requirements			
	Bidder's Response to Mandatory Requirements (see Section XI, A)	1	1
	Procurement Lobbying Certification - SFL §139-j and §139-k (see Attachment E)	1	1
	Vendor Responsibility Questionnaire (see Section IX.A.2): Online Questionnaire Certified Date: _____ OR Paper Questionnaire Submission		
		1	1
	M/WBE – EEO Policy Statement (see Attachment F)	1	1
	EEO Staffing Plan (see Attachment F)	1	1
	State Finance Law § 139-I Certification (Attachment L)	1	1
	Bid Submission Checklist (this form)	1	1
	Signed copies of all addenda released for this solicitation	1	1
Part II Technical Proposal Submittal			
	Technical Proposal (see Section XI B)	2	6
Part III Diversity Practices Questionnaire			
	Diversity Practices Questionnaire (Attachment G)	2	
Part IV Cost Proposal Submittal			
	Cost Proposal Form (see Attachment C) *	3	
	Electronic Copy of all Bid Documents in PDF format (i.e. USB Flash drive, CD, etc.)	1	
* Note: Cost Submittal must be in a sealed envelope labeled "RFP 2019-02 Cost Proposal."			

AUTHORIZED SIGNATURE

COMPANY NAME

PRINTED NAME

TITLE

DATE

ATTACHMENT I

DOCCS Directives & Training Manual 7.150

ATTACHMENT I

DOCCS Directives & Training Manual 7.150

 <p>NEW YORK STATE</p> <p>Corrections and Community Supervision</p> <p>DIRECTIVE</p>	TITLE Fingerprinting/Criminal History Inquiry - New Employees, and Contractors		NO. 2216
			DATE 8/15/2017
SUPERSEDES DIR# 2216 Dtd. 09/17/2015	DISTRIBUTION A	PAGES PAGE 1 OF 9	DATE LAST REVISED
REFERENCES (Include but are not limited to) Dir. #2112, #4750; OSC Bulletin #231; ACA Standard 4-4061; DCJS Use and Dissemination Agreement.		APPROVING AUTHORITY 	

I. **POLICY:** All employees and contractors of the Department of Corrections and Community Supervision (DOCCS) will be subjected to a criminal history inquiry in order to obtain background information pertinent to the security of operations, to verify data on employment applications, and to receive notification when Department employees are arrested. Employees and contractors may also be fingerprinted in accordance with this directive. This policy applies to all titles as defined in Section II, Definitions.

II. **DEFINITIONS**

- A. **Employee:** An individual paid either annually , by calendar, 21 pay periods, or by a fee to perform duties within a correctional facility.
- B. **Part Time/Half Time Employee:** An annual salaried employee whose work schedule is less than 100 percent of the time.
- C. **Per-Diem Employee:** An employee that is not annual salaried who is paid on an hourly basis.
- D. **Extra Service Employee:** A State employee who renders a service to an agency, office, or correctional facility other than the one in which they are regularly employed on a full-time basis. Extra service employees are salaried by the agency, office, or facility the employee renders service to.
- E. **Outside Agency Employee:** A State employee who is employed by an agency other than DOCCS, whose work assignment is within a DOCCS office or facility (e.g., Information Technology Services (ITS), Office of Mental Health (OMH), Department of Motor Vehicles (OMV) staff).
- F. **Contract Service Provider/Consultant:** A non-State employee who provides, under a formal agreement, a service to the facility but does not receive direct compensation as salary from the Department and whose duties are not performed under the direct supervision of security staff (e.g., Registered Nurse, Optometrist, Computer Software Engineer, etc.).
- G. **Contractor:** A non-State employee who provides under a formal agreement, material, labor, repair or maintenance on facility property, but does not receive direct compensation as salary from the Department.
- H. **Volunteer:** A volunteer is a person who is authorized to provide a service to DOCCS or its inmates without any compensation from any source. Refer to Directive #4750, "Volunteer Services Program," for processing direction.

111. CRIMINAL HISTORY INQUIRIES**A. Employee**

1. *Correction Officer and Peace Officers*: Criminal history inquiries shall be conducted on all Peace Officer applicants by the Department's Employee Investigation Unit (EIU) as part of the pre-employment investigation
2. *Non-Uniform (Civilian) Employees*: Criminal history inquiries shall be conducted on all non-uniform (civilian) staff. Superintendents, Regional Directors, Central Office Personnel, or their designees shall request a criminal history inquiry on individuals by transmitting Form EF CH FORMLIBRARY, "Criminal History Check," via the mainframe to 999EIU. The criminal history inquiry must be submitted to EIU and the EIU response must be received prior to the first day of employment. Derogatory criminal history information received in response to inquiries will be referred to the Director of Personnel for review.

NOTE: Summer School Teachers: Prior to the start of each summer session, facilities must request a criminal history inquiry be conducted.

NOTE: Paid interns will be processed as employees .

NOTE: Non-paid interns will be processed as volunteers.

3. *Per Diem Employees*: Criminal history inquiries shall be conducted in the same manner as non-uniform (civilian) staff. (See Section 111-A-2 above)
4. *Extra Service Employee*: Criminal history inquiries shall not be conducted on extra service employees that are permanent DOCCS staff. Criminal history inquiries shall be conducted on all extra service employees that are not DOCCS Staff. Superintendents, Regional Directors, Central Office Personnel, or their designee shall request a criminal history inquiry on individuals by transmitting Form EF CH FORMLIBRARY, "Criminal History Check," via the mainframe to 999EIU. The criminal history inquiry must be submitted to EIU and the EIU response must be received prior to the first day of employment. Derogatory criminal history information received in response to inquiries will be referred to the Director of Personnel for review.

B. Outside Agency Employees

1. /TS: Screening will be performed initially by New York State Police (NYSP). DOCCS will not receive notifications on clean hires. DOCCS will not receive notifications on automatic disqualifications. DOCCS (EIU@doccs.ny.gov) will receive notifications of "hits" on prospective ITS hires that do not automatically disqualify under Criminal Justice Information Services (CJIS), but who ITS wants to place here, so that DOCCS can review to determine suitability. EIU will refer "hits" to Office of Special Investigations (OSI); OSI will confer with the Chief Information Officer to determine suitability.

2. **OMV:** Criminal history inquiries shall be conducted on all OMV employees whose work assignment is within a DOCCS office or facility. Superintendents, Regional Directors, Central Office Personnel, or their designee shall request a criminal history inquiry on individuals by transmitting Form EF CH FORMLIBRARY, "Criminal History Check," via the mainframe to 999EIU. The criminal history inquiry must be submitted to EIU and the EIU response must be received prior to the first day of employment. Derogatory Criminal history information received in response to inquiries will be referred to the Director of Personnel for review.
 3. **OMH:** Criminal history inquiries shall be conducted on all OMH employees whose work assignment is within a DOCCS office or facility. Superintendents, Regional Directors, Central Office Personnel, or their designee shall request a criminal history inquiry on individuals by transmitting Form EF CH FORMLIBRARY, "Criminal History Check," via the mainframe to 999EIU. The criminal history inquiry must be submitted to EIU and the EIU response must be received prior to the first day of employment. Derogatory Criminal history information received in response to inquiries will be referred to the Director of Personnel for review.
- C. **Contract Service Providers:** Criminal history inquiries shall be conducted on all contract service providers. Superintendents, Regional Directors, Central Office Personnel, or their designee shall request a criminal history inquiry on individuals by transmitting Form EF CH FORMLIBRARY, "Criminal History Check," via the mainframe to 999EIU. The criminal history inquiry must be submitted to EIU and the EIU response must be received prior to the first day of employment. Derogatory Criminal history information received in response to inquiries will be referred to the Director of Personnel for review.
- D. **Contractors:** Criminal history inquiries shall be conducted on all contractors. Superintendents, Regional Directors, Central Office Personnel, or their designee shall request a criminal history inquiry on individuals by transmitting Form EF CH FORMLIBRARY, "Criminal History Check," via the mainframe to 999EIU. The criminal history inquiry must be submitted to EIU and the EIU response must be received prior to contractor entry into any DOCCS facility/office. Derogatory Criminal history information received in response to inquiries will be referred to the Director of Personnel, Superintendent, Regional Director, OSI, or designees as appropriate for review.
- E. **Volunteers:** See directive #4750, "Volunteer Services Program," Section V-C-3

****UNDER NO CIRCUMSTANCE WILL YOUTHFUL OFFENDER (YO), JUVENILE DELINQUENT (JD), OR JUVENILE OFFENDER (JO) INFORMATION BE RELEASED FROM THE EMPLOYEE INVESTIGATIONS UNIT (EIU).****

IV. FINGERPRINTING

- A. **Responsibility**
1. *Correction Officer and Peace Officer applicants* requiring pre-employment screening shall be fingerprinted by EIU at the time of the initial background interview. Fingerprint responses (RAP Sheets) will be retained in the background investigation file in EIU.

2. *Non-uniform (civilian) staff* will be fingerprinted on the initial date of employment. Central Office employees shall be fingerprinted by the Bureau of Personnel at EIU; facility employees shall be fingerprinted by the facility ID Officer. Community Supervision employees shall be fingerprinted by trained staff on the FBI FD-258 APPLICANT card (blue). The fingerprints will be forwarded to EIU for processing immediately. Fingerprint responses (RAP Sheets) will be forwarded to the originating facility/office by the EIU. Responses that contain derogatory information that was not revealed when the criminal history inquiry was processed for employees and per diem employees will be reviewed by the Bureau of Personnel in Central Office (see also Directive #2112, "Report of Criminal Charges").

*NOTE: Teachers, Vocational Instructors, and other 10-month employees assigned to the regular school year will be fingerprinted only once, even when they do not work the summer session. Summer School Teachers/Vocational Instructors will be fingerprinted only once as long as they work every consecutive summer. If there is a break in service and they fail to work one summer, they will be treated as a new employee during future summers, fingerprinted and charged the applicable fee.

NOTE: Paid interns are processed as civilian employees.

NOTE: Non-paid Interns are processed and fingerprinted as volunteers.

3. *Per Diem employees* shall be processed in the same manner as non-uniform (civilian) staff (see Section 111-2 above).
4. *Extra service employees* who are permanent DOCCS employees will not be fingerprinted. Extra service employees who are not DOCCS employees but are assigned to the Department's facilities, Community Supervision offices, or to Central Office will be fingerprinted on the initial date of assignment. Fingerprints will be taken on the FBI FD-258 Applicant card (blue). A journal voucher (JV) must accompany all fingerprint cards in order to provide the required processing fee. Failure to submit the JV will result in a delay in processing. Fingerprint response (RAP sheets) will be retained by EIU. Responses that contain derogatory information that was not revealed when the criminal history inquiry was processed for extra service employees will be reviewed by the Bureau of Personnel in Central Office. Upon notification from personnel to proceed, EIU will notify the sender/submitter of the prints via e-mail and confirm the transaction was successful and there is now a RAP sheet on file at EIU. Where it has been determined that the extra service employee shall no longer enter DOCCS facilities/offices EIU will notify the Superintendent, Regional Director, Division Head, or their designee.
5. *Outside Agency Employees*
 - a. *ITS* employees screening will be performed initially by New York State Police (NYSP). DOCCS will not receive notifications on clean hires. DOCCS will not receive notifications on automatic disqualifications. DOCCS_ (EIU@doccs.ny.gov) will receive notifications of "hits" on prospective ITS hires that do not automatically disqualify under CJIS, but who ITS wants to place here, so that DOCCS can review to determine suitability. EIU will refer "hits" to OSI; OSI will confer with the Chief Information Officer to determine suitability.

- b. *OMV* staff assigned to the Department's Facilities, Community Supervision Offices, or to Central Office will be fingerprinted on the initial date of assignment. Fingerprints will be taken on the FBI FD-258 APPLICANT card (Blue) and submitted to EIU. A JV must accompany all fingerprint cards in order to provide the required processing fee. Failure to submit the JV will result in a delay in processing. Fingerprint responses (RAP sheets) will be retained by EIU. Responses that contain derogatory information that was not revealed when the criminal history inquiry was processed for *OMV* employees will be reviewed by the Director of Personnel. Upon notification from Personnel to proceed, EIU will notify the sender/submitter of the prints via e-mail and confirm the transaction was successful and that there is now a RAP sheet on file at EIU. Where it has been determined that the *OMV* employee shall no longer enter *DOCCS* facilities/offices EIU will notify the Superintendent, Regional Director, Division Head, or their designee.
- c. *OMH* staff assigned to the Department's facilities will be fingerprinted on the initial date of assignment. Fingerprints will be taken on the FBI FD-258 APPLICANT card (Blue) and submitted to EIU. A JV must accompany all fingerprint cards in order to provide the required processing fee. Failure to submit the JV will result in a delay in processing. Fingerprint responses (RAP sheets) will be retained by EIU. Responses that contain derogatory information that was not revealed when the criminal history inquiry was processed for *OMH* employees will be reviewed by the Director of Personnel. Upon notification from the Bureau of Personnel to proceed, EIU will notify the sender/submitter of the prints via e-mail and confirm the transaction was successful, and that there is now a RAP sheet on file at EIU. Where it has been determined that the *OMH* employee shall no longer enter *DOCCS* facilities/offices, EIU will notify the Superintendent, Regional Director, Division Head, or their designee.
- Note: *OMH* staff are exempt from providing their Social Security Number to *DOCCS* for the purposes of criminal history inquiry and fingerprinting as outlined in this directive.
6. *Contract Service Providers and Consultants* will be fingerprinted on the initial date of assignment. Central Office assignments shall be fingerprinted by the Bureau of Personnel at EIU, facility assignments shall be fingerprinted by the facility ID Officer, and Community Supervision assignments shall be fingerprinted by trained staff on the FBI FD-258 APPLICANT card (blue) and submitted to EIU. A JV must accompany all fingerprint cards in order to provide the required processing fee. Failure to submit the JV will result in a delay in processing. Fingerprint response (RAP sheet) will be retained by EIU. Responses that contain derogatory information that was not revealed when the criminal history inquiry was processed for *Contract Service Providers* will be reviewed by the Director of Personnel. Upon notification from the Bureau of Personnel to proceed, EIU will notify the sender/submitter of the prints via e-mail and confirm the transaction was successful, and that there is now a RAP sheet on file at EIU. Where it has been determined that the *Contract Service Provider* shall no longer enter *DOCCS* facilities/offices, EIU will notify the Superintendent, Regional Director, Division Head, or their designee.

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

7. *Contractors who work within any DOCCS facility or office* will be fingerprinted where the Superintendent, Regional Director, Division Head, or their designee has determined that based on the nature of the anticipated work a contractor will have direct contact with inmates, or the contract provides for six months or more of services. Direct contact with inmates means contact beyond incidental contact; such as direct contact with inmates while providing the contracted service, or contact with inmates while the contractor is performing work in an operational program or housing area. Correctional facility contractor fingerprints will be taken by the facility ID Officer. Community Supervision contractors shall be fingerprinted by trained staff within in the Community Supervision Offices. Central Office or Training Academy contractors shall be fingerprinted at EIU on the FBI FD-258 APPLICANT card (Blue) and submitted to EIU. A JV must accompany all fingerprint cards in order to provide the required processing fee. Failure to submit the JV will result in a delay in processing. EIU will notify the sender/submitter of the prints via e-mail and confirm the transaction was successful and there is now a RAP sheet on file at EIU. EIU will also include any discrepant information that may have been revealed on the RAP sheet that was not included with the initial criminal history inquiry.

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

8. Volunteers: See Directive #4750, Section V-C-3.

****UNDER NO CIRCUMSTANCE WILL YOUTHFUL OFFENDER (YO), JUVENILE DELINQUENT (JD), OR JUVENILE OFFENDER (JO) INFORMATION BE RELEASED FROM THE EMPLOYEE INVESTIGATIONS UNIT (EIU).****

- B. Fingerprint Cards*: The processing person shall verify the identity of the person being fingerprinted via a valid government issued picture ID, enter all pertinent data by following the instructions on the card, take the prints using the "rolled impression" method in the numbered print blocks, and the "plain impression" method in the lower row of blocks, secure the signature of the person being fingerprinted, and then sign as the official taking the fingerprints. To avoid delay in processing of fingerprint cards be sure to complete cards clearly and legibly. To reorder fingerprint cards contact EIU at 518-485-9500.

FBI FD-258 APPLICANT card (blue) card shall be completed for all titles as defined in Section II of this directive and forwarded to:

NYS DOCCS
Attn: EIU
1220 Washington Avenue
Albany, NY 12226 - 2050.

*See the summary Processing Chart, Attachment A.

C. Fees*

1. *Correction Officer and Peace Officer applicants* requiring pre-employment screening at EIU must pay the fingerprint processing fee. The \$75 fingerprint processing fee will be made via a U.S. Postal Money Order at the time the applicant is live scanned at EIU.
2. *New non-uniform (civilian) staff* will have the \$75 fingerprint processing fee taken out of their first full paycheck via payroll deduction. When these employees are fingerprinted on the first day of work, the personnel office must notify their payroll office that a fingerprint deduction (per OSC payroll Bulletin #231) needs to be processed. If a non-uniformed civilian staff employee separates from service before they receive a full check, the facility MUST obtain the fingerprint fee from any money the employee is due. It is the responsibility of the facility to obtain the fingerprint fee from the employee. Failure to obtain the fingerprint fee will result in the facility making payment from the facility funds to make the fingerprint fee account whole.
3. *Per Diem Employees and Physicians* must pay the fingerprint processing fee. The \$75 fingerprint processing fee will be made via a U.S. Postal Money Order which should accompany the fingerprints when they are forwarded to the EIU.
4. *Extra Service Employees* that are not permanent Department employees assigned to the Department's facilities, Community Supervision offices, or to Central Office will have the fingerprint processing fee paid via JV by the facility/office submitting the fingerprints.
5. *Outside Agency Employees* assigned to the Department's facilities, Community Supervision offices, or to Central Office will have the fingerprint processing fee paid via JV by the facility/office submitting the fingerprints.
6. *Contract Service Providers* assigned to the Department's facilities, Community Supervision offices, or to Central Office will have the fingerprint processing fee paid via JV by the facility/office submitting the fingerprints.
7. *Contractors* assigned to the Department's facilities, Community Supervision offices, or to Central Office will have the fingerprint processing fee paid via JV by the facility/office submitting the fingerprints .
8. *Volunteers:* Persons who are deemed a volunteer will not be charged a fee per the DCJS Use and Dissemination Agreement.

*See the summary Processing Chart, Attachment A.

- D. Audits: Periodic audits of all facilities will be conducted by EIU for compliance of fingerprint submission and collection of fees. Where it has been found that an employee has left service before the fee was collected, in accordance with the procedures of this directive, EIU will notify the facility (DSA and Steward) and the Director of Budget and Finance of the person that left owing fingerprint fees and how much. The Central Office Division of Budget and Finance will contact the facility to process their end of the JV and forward it to Central Office for processing to move the money into the fingerprint fee account.
- E. If suspect information on matters with potential terrorism connections is returned during any inquiry, it shall be forwarded to the local joint terrorism task force or similar agency .

The following Processing Chart summarizes the fingerprint processes:

Staff	Criminal History Inquiry (prior to entry or employment in any DOCCS facility or office)	Who takes fingerprints	When to take fingerprints	What fingerprint card to use	Collect Fee?	Submit to
Correction Officer Parole Officer Parole Officer Trainee Warrant and Transfer Officer Institution Safety Officer	YES	EIU	Pre-employment Screening	Live Scan	YES (\$75 US Postal Money Order)	EIU
Non-uniform (civilian) staff Paid Interns	YES	C- Personnel F- ID Officer	Initial date of hire	FBI FD- 258	Payroll Deduct'	EIU
Per Diem Employees	YES	C- Personnel F- ID Officer	Initial date of hire	FBI FD- 258	YES (\$75 US Postal Money Order)	EIU
Outside Agency Staff OMH c.: OMV Staff	YES	C- Personnel F- ID Officer	First day in facility	FBI FD- 258	\$75 Journal Voucher	EIU
Extra Service Employees	YES	C- Personnel F- ID Officer	*Initial date of hire	FBI FD-258	\$75 Journal Voucher	EIU
Contract Service Provider Consultants	YES	C- Personnel F- ID Officer	First day in facility	FBI FD-258	\$75 Journal Voucher	EIU

C = Central Office or Community Supervision Offices

F = Facility

***Extra Service Employees that are currently permanent employees of DOCCS will not need a criminal history inquiry or fingerprints.**


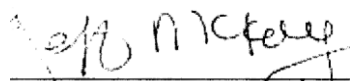
This Processing chart continues on the next page.

Conti-actor	YES	C- Personnel F- ID Officer	*As determined by Superintendent -or- Regional Director, Division Head, -or- Designee**	FBI FD- 258	\$75 Journal Voucher	EIU
Information Technology Services (ITS) Employee	NYSP	NYSP	Pre-employment	NIA	N/A	N/A

C = Central Office or Community Supervision Offices

F = Facility

** Mandatory where it has been determined that based on the nature of the anticipated work, a contractor will have other than incidental contact with inmates; such as contact with inmates while the contractor is not under direct supervision by security staff. (*Direct staff supervision* means that security staff is in the same room with, and within reasonable hearing distance of, the resident or inmate). Also, if the contract provides for six months or more of work, the prospective contractor will be fingerprinted.

 NEW YORK STATE Corrections and Community Supervision DIRECTIVE	TITLE		NO. 4750
	Volunteer Services Program		DATE 2/8/2016
SUPERSEDES DIR #4750 Dtd. 03/07/2013	DISTRIBUTION A B	PAGES PAGE 1 OF 14	DATE LAST REVISED
REFERENCES (Include but are not limited to) Program Services Manual; Public Officers Law, Section 17; Penal Law 130.05; DOCCS Training Manual , Executive Order No. 6; DOCCS Directives	APPROVING AUTHORITY 		

PURPOSE: This directive establishes Department of Corrections and Community Supervision (DOCCS) policies and procedures for the administration and supervision of the Volunteer Services Program.

PROGRAM GOALS: The Volunteer Services Program is designed to promote the involvement of responsible community persons in the continuum of services and programs made available to the incarcerated inmate and his or her family.

III. PROGRAM ADMINISTRATION AND SUPERVISION

- A. The Director of Ministerial, Family and Volunteer Services is responsible for the administration of the Statewide Volunteer Services Program.
- B. The Assistant Director of Family and Volunteer Services reports to the Director of Ministerial, Family and Volunteer Services, and is responsible for the day to day administration of Volunteer Services. The Assistant Director supervises the Regional Coordinators of Correctional Volunteers (RCCV).
- C. RCCVs provide policy direction and serve as the liaison between Central Office and facility staff. They are program consultants to the Deputy Superintendents for Program Services (DSP) and Supervisors of Correctional Facility Volunteer Services (SCFVS), facility staff and community groups and organizations. They are also responsible for the review of Volunteer Services purchase requests and for monitoring the Volunteer Services Program in their regions.
- D. Facility Superintendents must review each new request for a volunteer, volunteer group, or volunteer program.
- E. DSPs are responsible for the overall management of their facility's Volunteer Services Program and the activity of the individual assigned as the Volunteer Services Contact Person (VSCP), as well as the Program Staff Supervisors who supervise volunteer programs. They assist the SCFVS in identifying volunteer services needs and assure that all required volunteer services reports are submitted in a timely manner. With the SCFVS, they review all applicants with previous convictions and ensure that all volunteers are properly registered. The DSPs are also responsible for maintaining a complete list of active volunteers and volunteer programs at their facility.

Note: The DSP at a facility where a SCFVS is based is responsible for the day to day supervision of that SCFVS, together with the RCCV, as well as ensuring that the SCFVS provides adequate, scheduled service to their assigned facilities.

- F. The SCFVS, under the direction of a RCCV and a DSP, recruits and orients community persons and staff to work as volunteers in a correctional setting. They are also responsible for the completion of the annual "Volunteer Program Evaluations" (Form #MFVS3085; reference Program Services Manual), at each of their assigned facilities and promoting effective relations between volunteers and staff. They are responsible for training and support of the facility VSCP. They may assist in community/public relations if so designated by their Superintendent.
- G. The VSCP, appointed by the Superintendent, will be responsible for the coordination of the Volunteer Services Program at each facility. Tasks will include, but not necessarily be limited to: the maintenance, care and security of volunteer files, the processing of applications, the preparation of Volunteer Services gate clearances, and statistical gathering for monthly reports that will need to be reviewed and approved by the DSP. For purposes of supervision, they will report to the DSP and a SCFVS. Their annual performance evaluation should reflect their additional duties as the facility VSCP, with input provided by the SCFVS.
- H. Volunteer Staff Supervisors are responsible for conducting screening interviews using the "Report of Interview of Volunteer Applicant" (Form #MFVS3082; reference Program Services Manual), with potential volunteers who apply to provide a service in their respective program area. They are also responsible for the training and direct supervision of these volunteers and for providing annual volunteer reviews, using the "Volunteer Feedback & Assessment" (Form #MFVS3086; reference Program Services Manual), to the SCFVS for all of their volunteers who provide a service to the facility on a regular basis. This individual should not supervise more than 40 volunteers.

IV. TYPES OF VOLUNTEERS

- A. Volunteer: A volunteer is a person who is authorized to provide a service to the Department or its inmates without compensation from any source. A volunteer is required to comply with the rules, regulations, and guidelines required of Department employees and its volunteers. The Department makes no representations to volunteers about the applicability of either Workers' Compensation benefits or representation and indemnification under the Public Officers Law. Inquiries should be directed to either the Workers' Compensation Board Bureau of Compliance or to the Office of the Attorney General. A volunteer is subject to all of the policies and procedures as referenced in Section IX of this directive and in the "STANDARDS OF CONDUCT FOR VOLUNTEERS WITHIN THE NEW YORK STATE DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION," Form #4750C. Volunteers are expected to support the Departmental Mission and are not to portray the Department in a negative fashion.
 - 1. **Paid Professional**: This category of volunteer often represents his or her employer and provides a service to the Department. These individuals, though paid by the employer to provide the service, are defined as volunteers and registration, orientation, and TB testing requirements are the same as for regular volunteers. Volunteers providing professional services will be required to provide documentation that they are certified, licensed, and/or otherwise qualified to provide the service for which they are applying.

2. **Department Personnel:** Department personnel may provide a volunteer service if that service is clearly different from their paid work assignment and it has been approved by the Superintendent and the DSP at the facility where the employee works. Note: Ex-employees who have been terminated, or who have resigned rather than face dismissal, will not be allowed to volunteer.
3. **Foreign National:** A foreign national will be considered for volunteer programs provided they can produce valid identification and documentation that they are in this country legally.
4. **Religious Volunteer and Spiritual Advisor:** All volunteers requesting involvement in religious programs must be reviewed and approved by the Coordinating Chaplain and appropriate Chaplain of the faith group involved, if one is assigned to the facility. As outlined in Section 111-H, the appropriate Chaplain must also conduct a screening interview of the prospective volunteer, and document this interview which will be placed in the volunteer's file. If the volunteer represents a religious organization from the community, but is to be assigned to a non-religious assignment, approval by the facility Coordinating Chaplain and appropriate Chaplain of the faith group is not required. Volunteers representing religious organizations must be advised not to proselytize (attempt to persuade someone to convert to one's faith) among inmates.

A Spiritual Advisor is an individual who, with the written endorsement of a bona fide ecclesiastical body, has been identified as a religious volunteer capable of providing spiritual advice and direction to inmates of that particular faith group on an individual basis.

Spiritual Advisors who have obtained volunteer status approval from the Department must request an exemption from the prohibition concerning visitation, correspondence, and phone calls from inmates as outlined in Section IV-C-4-b of this directive. In addition, the following procedures must be followed:

- a. Provide documentation to the Coordinating Chaplain stating that a pastoral relationship with the inmate(s) existed prior to incarceration.
- b. Provide written endorsement from a bona fide ecclesiastical body identifying the volunteer as a cleric or lay person who can function in this capacity.
- c. Provide to the Coordinating Chaplain a written description of the volunteer's activities in the role of Spiritual Advisor, including a list of the names of inmates who will meet with the volunteer. This description must be reviewed by the Chaplain in charge of the faith group involved.

It shall be the responsibility of the Coordinating Chaplain to obtain these documents prior to commencement of an inmate-Spiritual Advisor relationship and maintain said documents for the duration of said service.

5. **Persons with Criminal History:** Volunteer applicants with an arrest and/or conviction history shall not be automatically disqualified to serve. Each applicant shall be evaluated on a case-by-case basis. As a rule, the following will apply:
 - a. Prospective volunteers with unclear arrest dispositions, active warrants, detainers, or Orders of Protection that are found through their criminal history check may be excluded from volunteering until such incidents are resolved.

- b. A formerly-incarcerated-person or parolee may be considered for a volunteer assignment in a facility one year following his or her release from incarceration.
 - c. A formerly-incarcerated-person shall not be considered as a volunteer if he or she was prosecuted and found guilty of assault of correctional staff, aggravated harassment of an employee, attempted escape from a correctional facility, promoting or possessing prison contraband, hostage incident or rioting.
 - d. A formerly-incarcerated-person's record of institutional adjustment and, if applicable, adjustment to probation or parole supervision, will be evaluated and considered prior to approval. Disciplinary sanctions similar to behavior actions listed in Section IV-A-5-c, or in addition, being found guilty of behavior such as: assault on inmates, gang-related behavior, mass demonstration or radicalization of other inmates, sexual misconduct, etc., may exclude an individual from consideration.
 - e. During the period after release, the formerly-incarcerated-person shall have demonstrated involvement in community activities related to the area in which he or she wishes to serve as a volunteer. The person will also be required to show a positive adjustment to community life by providing employment history and a recommendation by his or her Probation/Parole Officer, if applicable.

A review by the SCFVS and the facility DSP will be conducted on all formerly-incarcerated-persons, parolees, probationers, and persons with warrants, detainers, Orders of Protection, and open arrests who apply as volunteers. Final approval will rest with the facility Superintendent. Exception to this policy will be given consideration only when substantial, written justification is submitted to the Superintendent or designee.
6. One-Time Volunteer: Individuals, who provide a service for special one-time activities, including inmate organization events, family day events, sports activities, theatrical performances, graduations, etc., are to be registered as One-Time (One-Time refers to only one time in any NYS DOCCS facility) Volunteers. (See Form #4750B, "Volunteer Registration Process Chart," for requirements.) Form #MFVS3080A, "Application for Volunteer Status-One-Time Volunteer," must be utilized for one-time only volunteers.
 7. Occasional Volunteer: Individuals who provide services periodically (6 times or less per year in a combination of facilities) for Choir/Theatrical Performances, Sports Teams, Resource Fairs, and one-day attendance (8 hours or less) at Religious Events. (See Form #4750B, "Volunteer Registration Process Chart," for requirements.) Approvals for other groups may be obtained by contacting the appropriate RCCV.

- B. Volunteer Groups: Individuals who enter a facility as part of a community group must individually complete the registration process, unless verification is received that the individual has been registered at another DOCCS facility within the past 12 months. In addition, new community groups will be required to complete the "Community Group Registration Form" (Form #MFVS3083; reference Program Services Manual). References, utilizing the "Volunteer Services Program Community Group Reference Form" (Form #MFVS3084; reference Program Services Manual), should be sent to the references provided.
1. All volunteer groups or organizations must have a Key Volunteer or Program Director, who acts as the designated contact and the name of this person will be provided to the SCFVS.
 2. The Key Volunteer or Program Director shall assist staff in the screening and selection of volunteers who will provide services under the organization's auspices by completing a letter of endorsement for each new volunteer. This letter is to be done on the agency's letterhead and should follow the format provided on Form #4750A, "Community Group/Agency Endorsement Letter." The Superintendent or designee shall have final approval for all volunteers.
 3. Any literature or other materials sponsored by the group or organization must be approved in advance by the DSP or designee before distribution to inmates. Material approvals will be subject to a determination of appropriateness. Once the DSP has approved the materials, they should be placed on the gate clearance.
 4. Some community groups celebrate special events with food and beverage, however, in the correctional setting volunteers and staff are prohibited from bringing in food and beverage items. On occasion, the DSP will review and approve a request for a special event (i.e., Kairos Retreat, Residents Encounter Christ (REC), Family Works Graduations) and if approved, items will be ordered from the Statewide menu.
- C. Volunteer Requirements
1. Under normal circumstance, the minimum age for a volunteer is 21.
 - a. Exceptions can be made with special approval from the Superintendent for persons ages 17-20 for special one-time programs, or for participants in internship programs or youth employment programs. With regard to internships, all colleges must provide internship paperwork and description of activities.
 - b. Volunteers who are 17 or 18 years of age must provide written permission from their parent or legal guardian.
 - c. If approved, volunteers under the age of 21 must be under direct supervision of DOCCS staff at all times while inside the facility.
 2. All volunteers providing professional services will require additional screening to ensure that they are certified, licensed, and/or otherwise qualified to provide such services.

3. A volunteer may be turned away from the facility if their manner of dress or appearance causes security or other pertinent concerns. If turned away for one's dress or appearance, this action should be documented for inclusion in the volunteer's file. Regarding grooming, a male volunteer shall not be subject to the same restrictions on hair length or beards as Department employees.
4. Restrictions: During orientation, volunteers must be cautioned regarding the seriousness of personal/emotional involvement with inmates. This will include visiting, corresponding, and accepting phone calls. In order to avoid any misunderstanding, the following guidelines must be strictly observed:
 - a. Volunteers are prohibited from having any sexual contact or engaging in any sexual conduct with an inmate. The New York State Department of Corrections and Community Supervision has a zero tolerance for sexual abuse. It is a crime for any employee to engage in sexual conduct or sexual contact with an inmate. For purposes of Penal Law section 130.05, an employee also includes any person providing direct services to inmates in a State correctional facility pursuant to a contractual arrangement with the Department or, in the case of a volunteer, a written agreement with the Department.

All volunteer applicants will read the most updated version of the Policy on the Prevention of Sexual Abuse of Inmates. All volunteers are to be provided with training and the current Directives #4027A, "Sexual Abuse Prevention and Intervention - Inmate-on-Inmate," and #4028A, "Sexual Abuse Prevention and Intervention - Staff-on-Inmate." All volunteer applicants must acknowledge receipt in writing that they will be held accountable for and act in accordance with the policy and the law. All volunteer applicants must acknowledge that they understand the Department's zero-tolerance policy regarding sexual abuse and sexual harassment and how to report such incidents under DOCCS sexual abuse and sexual harassment prevention, detection, and response policies and procedures.

- b. Volunteers are prohibited from corresponding, visiting, or accepting telephone calls from inmates at any DOCCS facility unless they receive permission. If a volunteer wishes to seek approval, the volunteer must submit the request and rationale, in writing, to the Superintendent at the facility where he or she is a volunteer. The Superintendent is authorized to deny such requests. The denial should be sent, in writing, to the volunteer and a copy sent to the Director of Ministerial, Family and Volunteer Services. If the Superintendent supports the request, it should be forwarded to the Director of Ministerial, Family and Volunteer Services for recommendation, after which it will be forwarded to the Deputy Commissioner for Program Services for final determination. Prospective volunteers should be asked to disclose whether or not they have any close friends or family members who are incarcerated within the State correctional system at the time of their application/screening.

- c. Exceptions: Volunteers may accept collect phone calls at their agency/group administrative office if they have prior authorization from the Deputy Commissioner for Program Services and if the organization's policy is to accept collect phone calls from inmates. Volunteers may not accept phone calls at their place of residence. At all times, the nature of the calls must be directly related to areas of service provided by the volunteer agency/group for the Department. The volunteer agency/group authorization must be so noted in the appropriate program description file. Volunteers are to be advised that all inmate telephone conversations are subject to electronic monitoring by Department personnel (see Directive #4423, "Inmate Telephone Calls").
- d. Volunteers are required to notify the SCFVS if they know and/or recognize any inmate incarcerated at any NYS DOCCS facilities.

V. PROCEDURES

- A. Volunteer Program Development: Prior to a new volunteer program being initiated or changed at any facility, it must have the proper approvals as outlined in the Program Services Manual.
- B. Job Descriptions: A volunteer job description is to be developed before the volunteer begins work. The job description must be developed by the appropriate Staff Supervisor, and should include the following:
 1. A general description of the duties that the volunteer will perform;
 2. Meaningful, appropriate, and measurable work activities;
 3. Location of the activity and frequency;
 4. Name of Staff Supervisor; and
 5. Name of the program's Key Volunteer.

Volunteer job descriptions shall be signed and agreed to by the volunteer and the Staff Supervisor and a signed copy of the job description shall be on file in the Volunteer Services Office. Volunteers may only serve in the job as described in the file description. Any volunteer who wishes to serve in another job must be approved as described above.

- C. Registration Procedures: Depending on the level of volunteer services provided, the volunteer applicant will complete a registration process that may consist of a volunteer application, Standards of Conduct, a Criminal History Check, fingerprinting, references, a screening interview, TB test, and ID card. Refer to the "Volunteer Registration Process Chart" which defines the registration procedures required for the level of volunteer activity.
 1. Application for Volunteer Status
 - a. All volunteer applicants will complete Form #MFVS3080, "Application for Volunteer Status," Part I, "Volunteer Information," and if applicable, Part 11, "Criminal History" (see exceptions for government employees with Peace or Police Officer Status on the "Volunteer Registration Process Chart"). Volunteers providing professional services should also attach documentation verifying that they are certified or qualified to do so.

Note: If an applicant indicates that they have charges currently pending, the application process should be suspended until such time as a disposition of the charges is reached.

Section I and II of Form #MFVS3080, along with a copy of the volunteer's Government issued photo identification, should then be scanned into PDF format, attached to an e-mail, and sent to EIU@DOCCS.NY.GOV. and copied to VOL@DOCCS.NY.GOV. Only one (1) e-mail and one (1) PDF file should be created per volunteer. The name of the PDF and the subject of the e-mail should be structured using the last name, first name - facility name format (e.g., Doe, John - Sing Sing Correctional Facility).

- b. All volunteer applicants will be required to show a government agency issued ID at the time of application.
 - c. Part III, "Facility Executive Review," of Form #MFVS3080 will be completed by staff and approvals obtained from the Superintendent, DSP, and Deputy Superintendent for Security (DSS) prior to the volunteer beginning their service.
 - d. Part IV, "Acknowledgement of Orientation," of Form #MFVS3080 will be reviewed for completeness, acknowledged, and signed by the volunteer and SCFVS who conducted the volunteer orientation.
2. Screening Interview: Upon receipt of a volunteer application, prospective volunteers who wish to serve on more than an occasional basis will be screened through an interview process by the appropriate Staff Supervisor. The "Report of Interview of Volunteer Applicant" (Form #MFVS3082; reference Program Services Manual) will be used as a guide and will be completed during the interview and a copy shall be placed in the volunteer's file as a reference in approving or disapproving the prospective volunteer's application.
3. Criminal History
- a. A criminal history check will be completed by the Department's Employee Investigation Unit (EIU) on volunteer applicants, including regular on-going, occasional, and one-time volunteers. (See exceptions on the "Volunteer Registration Process Chart.") This process will begin when EIU receives Part I and II of the "Application for Volunteer Status."
 - b. For regular on-going volunteers, fingerprints will be taken by the facility ID Officer. The ID Officer shall verify the identity of the person being fingerprinted, enter all pertinent data following the instructions on the cards, take the prints using the "rolled impression" method in the numbered print blocks and the "plain impression" method in the lower row of blocks, secure the signature of the person being fingerprinted, and then sign as the official taking fingerprints. Two of the following fingerprint cards shall be utilized:

- (1) DCJS-4, "Non-Criminal" fingerprint card utilizing the Central Office ORI Box 20, "Contributor," should read:

700168R
N.Y.S. DOCCS
Personnel Office
Albany, NY 12226-2050

The completed fingerprint cards will then be forwarded to the EIU for processing. If fingerprints are rejected for any reason the SCFVS will be notified.

- c. Applicants for regular ongoing status with derogatory information reported on the EIU Criminal History Check must wait for the return of their fingerprint report and Superintendent's approval before beginning their volunteer service. Those persons with no derogatory information may begin their volunteer assignment before their fingerprint report is returned.

One-time and occasional applicants with derogatory information will not require fingerprints. EIU checks must be updated on an annual basis.

Note: If the criminal history and/or fingerprint reports show a discrepancy in what the volunteer has disclosed, this may result in the volunteer's non-approval, suspension, and/or termination.

- d. EIU must receive the completed fingerprint card within 30 days of conducting a Criminal History Check. If the fingerprint card is not received within this timeframe, EIU will notify the Director of Ministerial, Family and Volunteer Services on a monthly basis and volunteer assignments will be suspended until the fingerprint card is received.

4. Health Services Screening Vaccinations

- a. TB Testing: Facilities must strictly adhere to the Department's Division of Health Services' guidelines for TB testing for volunteers, as follows:
 - (1) Any volunteer who will be in any one facility once per month or more, and/or have 8 hours or more of continuous inmate/staff contact, must be skin tested.
 - (2) Any volunteer who wishes to be skin tested may be tested.
 - (3) Arrangements for skin testing of volunteers will be made through the facility medical department and/or the facility Volunteer Services Contact Person.
 - (4) Volunteers may be tested by their own physicians, if they desire, just as employees may, according to Directive #4322, "Tuberculosis Control Program."
- b. Hepatitis B Vaccine: Anyone who would have reasonable likelihood of exposure to blood or body fluids would be eligible for the vaccine. All persons receiving the vaccine must have training for Bloodborne Pathogens through the facility where they are volunteering before starting the vaccine series of three injections.

5. All volunteer gate clearances should be submitted in a timely manner to allow sufficient time for the DSP or the VSCP to verify that the individuals are properly registered volunteers.
6. Emergency contact information for each volunteer shall be kept on file in the Watch Commander's Office.

D. Volunteer Orientation

1. If approved, the regular on-going volunteer will be scheduled to attend a volunteer orientation, conducted by the facility SCFVS and a member of the security staff. This orientation should cover the volunteer Standards of Conduct, applicable policies, benefits for volunteers, security issues, health-related issues, and facility-specific information, prior to the beginning of the volunteer activity. For occasional, one-time, or government agency volunteers who have Peace or Police Officer status, the orientation will be appropriate to the level of services provided. Facilities will ensure that all regular on-going volunteers participate in a refresher orientation every 24 months.

E. Training

1. Job-specific training for the volunteer activity will be given by the volunteer's Staff Supervisor and may or may not include a tour of the facility grounds.
2. Volunteers will be required to attend periodic in-service training consistent with their level of inmate contact. Those identified by the SCFVS as providing services more than 9 hours per week will be required to attend trainings offered by the Department. Specific training requirements will be determined by the Director of Ministerial, Family and Volunteer Services after consultation with the Director of the Training Academy. Please see Form #47500, "Required Training for Various Categories of Volunteers."
3. All non-Departmental and contracted employees that are assigned to work within DOCCS facilities must adhere to the guidelines outlined in the NYS DOCCS Training Manual Subject 7.150. This policy requires that contracted volunteers complete a standardized 16 hour orientation prior to beginning their service. This orientation is in addition to the volunteer orientation provided by the SCFVS.

VI. PROGRAM MONITORING AND EVALUATION

- A. Supervising, monitoring, evaluating, and reporting on volunteers and volunteer programs is a joint effort among Staff Supervisors, the facility VSCPS, and the SCFVS, with oversight provided by the DSP and the RCCV.
1. The DSP, with final approval of the Superintendent, will determine the Staff Supervisor for a program.
 2. Annual volunteer reviews are the responsibility of the Staff Supervisor. The Volunteer Feedback and Assessment form is to be utilized for this review.

3. Program Proposals will be sent to the appropriate Central Office Division Director, by the Superintendent or designee, for each new program. A current program approval binder that includes up-to-date Program Proposals, a current list of volunteers, and the names of the Key Volunteers and Staff Supervisors will be kept at each facility by the DSP. The SCFVS will assist the DSP in maintaining this binder.
 4. Annual Program Evaluations using the "Volunteer Services Program Evaluation," (Form #MFVS3085, reference Program Services Manual), will be completed by the facility SCFVS with copies sent to the facility DSP and RCCV.
- B. Staff must be aware of their responsibility to supervise volunteers and the programs that are assigned/accepted in their area and that they must provide the facility Office of Volunteer Services with statistical data on volunteers involved in the program/service.
 - C. The decision regarding which facility staff person will have responsibility for supervising a volunteer or volunteer program rests with the facility Superintendent or designee.
 - D. During periods of facility emergencies, volunteer activity may be suspended or limited. It will be the responsibility of the DSP to ensure that volunteers are notified in a timely manner of any change in the program schedule to avoid any unnecessary travel of the volunteers.
 - E. The annual review of volunteers is the responsibility of the Staff Supervisor and a copy of all reviews should be included in the volunteer's file. The primary goal of the review is to receive feedback from the volunteer on any changes that may be needed to improve the program, to discuss any concerns with the volunteer, and to show support of their program and its goals. The Volunteer Feedback and Assessment form is to be utilized for this purpose.
 - F. To ensure that Volunteer Services programs meet the needs of the inmates and facilities, each Program will be evaluated on an annual basis by the facility SCFVS, utilizing the "Volunteer Services Program Evaluation" (Form #MFVS3085). A copy of this evaluation should be made available to the facility DSP and to the RCCV.

VII. STATUS OF VOLUNTEERS: Volunteers should be made to feel that they are a part of the facility staff and should be treated with courtesy and respect. Any allegations of the mistreatment of volunteers should be reported immediately through the appropriate channels. Staff encouragement and acceptance of volunteers will help to keep the volunteers motivated, productive, and will nurture a teamwork mentality. Vital to any volunteer program is the recognition of the contribution, achievements, and the status of the volunteer as a quasi staff person.

As set forth in Section IV, above, the Department recognizes and registers different types of volunteers. A volunteer who provides service to the Department without receiving compensation from any source is, by law, entitled to the benefits set forth in Sections A-1 and A-2 below. All volunteers are treated the same with respect to Section A-3. Those registered as volunteers who receive compensation for their service from some source should direct inquiries regarding Workers' Compensation Law benefits to the Workers' Compensation Board, Bureau of Compliance, and inquiries concerning defense and indemnification to the Office of the Attorney General.

A. Insurance Coverage/Indemnification

1. Workers' Compensation for Volunteers.

- a. All volunteers who are registered, oriented, screened for TB, and approved as a volunteer by the facility Superintendent are covered for injuries related to their volunteer work by Workers' Compensation Benefits. Staff supervising volunteers must report injuries to volunteers in accordance with Directive #4065, "Reporting Injuries and Occupational Illnesses," and Directive #2208B, "Workers' Compensation Benefits (Non-Uniformed Employees)."
- b. It should be noted that a volunteer who has been fully registered and approved is eligible for Workers' Compensation, whether the service is performed in the community or in a correctional facility. Contract volunteers who receive an hourly rate for their work will be covered by the contract agency. The job description must indicate area of service.

2. Indemnification Coverage for Volunteers

- a. Corrections and Community Supervision volunteers have been afforded protection from financial loss arising out of a civil action.
- b. The law provides that the State would save harmless and indemnify volunteers of the Department from financial loss arising out of a judgment in any civil action by reason of a claim of alleged negligence or other act of such person participating in a volunteer services program, provided that the damages were sustained while such person was acting in the discharge of his or her duties and within the scope of such duties, and the claim did not result from the willful and wrongful act or gross negligence of such person.
- c. The law applies to volunteers authorized to participate in a Volunteer Services Program, provided such volunteer gives notice of such claim upon himself/herself within five days of service of such claim upon himself/herself (Section 17 of the Public Officers Law). Individuals who have insurance policies that would cover them for claims arising pursuant to the volunteer programs must first use such policies before the State will defend and/or indemnify them.

3. Diversity Management: All volunteers who are registered and approved are afforded equal opportunity protection in accordance with Directive #2601, "Equal Employment Opportunity & Affirmative Action Program," based on NYS Executive Order No. 6.

B. Volunteer and Staff Supervisor Recognition: Certificates of Appreciation will be awarded to volunteers at an annual recognition ceremony, or at some other suitable occasion. Volunteer Staff Supervisors will also be recognized because their work with volunteers often exceeds their normal full-time duties. Employee evaluations shall reflect this extra effort.

- C. Meals: Volunteers who provide service in a facility and whose volunteer assignment extends over an established meal period or is a minimum of 4 hours of continuous service may be furnished a meal from the facility Mess Hall. The free meal shall be the same as that provided to the inmate population. Volunteers, with permission from the Superintendent or designee, may be allowed to bring food (i.e., dietary needs/restrictions) for their own consumption.

VIII. VOLUNTEER MISCONDUCT

- A. During volunteer orientation, volunteers must be informed that a formal suspension/dismissal procedure exists and what constitutes grounds for suspension and/or dismissal. Grounds for suspension/dismissal of volunteers are usually based on a violation of volunteer Standards of Conduct and the nature of such a violation.

For other instances of misconduct, volunteers will receive counseling by the SCFVS. This counseling session/meeting will be documented by the SCFVS, signed by all parties present, and a copy placed in the volunteer's file. This documentation should include all pertinent information regarding the matter, and should also include information relative to the outcome of the meeting. A copy of this information shall be forwarded to the appropriate RCCV.

If suspension/dismissal is necessary, the process to be used is set forth below. It is mandatory that proper documentation be available if dismissal is contemplated.


B. Procedure for Suspension/Dismissal

1. Should anyone have a sound reason to question a volunteer's actions, the witnessing party shall report, in writing, all relevant information to the facility SCFVS. A written report will be prepared by the SCFVS and submitted to the facility Superintendent or designee for review and action. Such action may consist of limiting, postponing, or suspending the services of the volunteer. The SCFVS will be consulted during this review.
2. A determination may be made by the facility Superintendent and/or the Director of Ministerial, Family and Volunteer Services to consult and/or include the Department's Office of Special Investigations depending on the nature of the violation.
3. A volunteer who has been suspended must be notified in writing by the facility Superintendent within 5 days. This letter must inform the volunteer of the allegations, the date of the temporary suspension, and that volunteer activity in all facilities has been suspended pending an investigation. If the volunteer is scheduled to volunteer during the week of the suspension, the SCFVS must call the volunteer to notify them of the suspension, so as to avoid the volunteer arriving at the facility.
4. A copy of the suspension letter, as well as documentation regarding the violation, and a copy of the volunteer's file will be forwarded to the appropriate RCCV who will review the contents for completeness and will then review the case with the Assistant Director of Family and Volunteer Services.

5. The RCCV will discuss the case with the facility Superintendent, who must approve of the final disposition. If there is not a consensus on the final disposition, the Superintendent will consult with the Supervising Superintendent and the Director of Ministerial, Family and Volunteer Services.
6. If the severity of the volunteer's violation warrants Statewide termination, the RCCV will recommend to the Assistant Director that the volunteer's activity in all DOCCS facilities be terminated. Final decision rests with the Deputy Commissioner for Program Services.
7. The volunteer must receive written notification of the decision directly from the RCCV. Copies of all relevant paperwork must be forwarded to the Office of Ministerial, Family and Volunteer Services in Albany.
8. The letter must state that the volunteer may appeal, in writing, to the Deputy Commissioner for Program Services within 30 days of receipt of the letter. The Deputy Commissioner for Program Services will then issue a final determination to the volunteer within 30 days of receipt of the appeal.

IX. VOLUNTEER STANDARDS OF CONDUCT AND APPLICABLE POLICIES: Volunteer Standards of Conduct are subject to change by the Deputy Commissioner for Program Services. It will be the facility's responsibility to ensure that all active volunteers have been oriented to the new standards, and to help ensure that they are followed.

- A. Standards of Conduct and Applicable Policies: The "Standards of Conduct for Volunteers" and applicable policies will be used by all facilities. Standards guidelines, and policies must be given as part of the orientation of all volunteers and will be presented by staff in a positive manner. All standards should be explained and clarified so that the volunteer will understand what constitutes good security practices relative to contraband and appropriate type of behavior.
- B. Documentation: The volunteer will acknowledge, in writing, that he or she has in fact been presented with the following standards and policies, understands them, and intends to comply. Written documentation that the volunteer has received the most current copy must be maintained in the volunteer's file.
 1. Standards of Conduct for Volunteers
 2. Policy on the Prevention of Sexual Abuse of Inmates and copies of Directives #4027A and #4028A
 3. Policy Statement on Sexual Harassment in the Workplace
 4. Non-discrimination in Employment Based on Sexual Orientation and Gender Identity
 5. Writing Letters of Recommendation for Inmates
 6. Language Access
 7. Suicide Prevention Memorandum

 <p>NEW YORK STATE Corrections and Community Supervision</p> <p>DIRECTIVE</p>	<p>TITLE</p> <p>Sexual Abuse Prevention & Intervention - Inmate-on-Inmate</p>	<p>NO.</p> <p>4027A</p>
		<p>DATE</p> <p>11/29/2017</p>
<p>SUPERSEDES</p> <p>DIR# 4027A Dtd. 03/04/2016</p>	<p>DISTRIBUTION</p> <p>A B</p>	<p>PAGES</p> <p>PAGE 1 OF 6</p>
<p>REFERENCES (Include but are not limited to)</p> <p>Penal Law §240.50, §130, "Standards of Inmate Behavior" Rule Series 101; Prison Rape Elimination Act of 2003 (PREA) 42, U.S.C. 15601 <i>et seq.</i>; Directive #0700, 40278, 4028A; DOCCS Training Manual</p>	<p>APPROVING AUTHORITY . . . / . . .</p> <p>C."</p>	

- I. **DESCRIPTION:** This Directive provides information concerning :
- The prevention of **inmate-on-inmate** sexual abuse, sexual harassment, and sexual threats;
 - The prevention of, detection of, and response to allegations of **inmate-on-inmate** sexual abuse, sexual harassment and sexual threats, including prompt and effective intervention to address the safety and treatment needs of an inmate victim;
 - The duty of all staff to report any allegation of sexual abuse or sexual harassment of an inmate, and to report any actual knowledge or reasonable belief concerning any incident of sexual abuse or sexual harassment;
 - The duty of staff to report any allegation of retaliation for reporting an incident of sexual abuse or sexual harassment, or for participating in an investigation of an incident of sexual abuse or sexual harassment;
 - The prevention of, detection of, and response to allegations of retaliation for reporting an incident of sexual abuse or sexual harassment, or participating in an investigation of an incident of sexual abuse or sexual harassment; and
 - The discipline and/or prosecution of those who commit such acts of sexual abuse, sexual harassment, sexual threats, or retaliation.
- II. **POLICY:** The New York State Department of Corrections and Community Supervision has zero tolerance for sexual abuse and sexual harassment. Inmates and parolees have the right to be free from sexual abuse and sexual harassment. Sexual abuse and sexual harassment violate Department rules and threaten security. All allegations of sexual abuse, sexual harassment, or retaliation against staff, an inmate, or a parolee for reporting such an incident or participating in an investigation will be thoroughly investigated. Furthermore, any perpetrator of a sexual abuse or sexual harassment incident will be dealt with severely through discipline or prosecution to the fullest extent permitted by law.
- It is the policy of the Department that coercive inmate-on-inmate sexual conduct is sexual abuse and is not to be tolerated. All allegations of sexual abuse, sexual harassment, sexual threats; and retaliation concerning such an incident will be thoroughly investigated. Inmate Rule 101.10, "Standards of Inmate Behavior," prohibits inmates from engaging in, or soliciting others to engage in sexual acts. No victim of inmate-on-inmate sexual abuse shall be subject to discipline for engaging in sexual acts as a result of threats, intimidation, or other coercive actions. Other sexual contact and conduct of a sexual nature are also prohibited by rules found in Rule Series 101.

III. DEFINITIONS

- A. Sexual Conduct means sexual intercourse, oral sexual conduct, anal sexual conduct, aggravated sexual contact, or sexual contact, and shall have the same meaning as set forth in Penal Law § 130.00.
- B. Sexual Contact means any touching of the sexual or other intimate parts of a person not married to the actor for the purpose of gratifying sexual desire of either party, and shall have the same meaning as set forth in Penal Law § 130.00.
- C. Sexual Abuse includes:
1. Inmate-on-Inmate Sexual Abuse: Inmate-on-Inmate Sexual Abuse is when one or more inmates engage in sexual conduct, including sexual contact, with another inmate against his or her will or by use of threats, intimidation, or other coercive actions. Inmate-on-Inmate Sexual Abuse is a form of "Prison Rape" under the Prison Rape Elimination Act of 2003, (PREA), 42 U.S.C. § 15609.
 2. Staff-on-Inmate/Staff-on-Parolee Sexual Abuse: Staff-on-Inmate/Staff-on-Parolee Sexual Abuse is when an employee, volunteer, intern, or outside contractor engages in sexual conduct, including sexual contact, with an inmate or parolee. Staff-on-Inmate Sexual Abuse is a form of "Prison Rape" under PREA.
- D. Attempt to Commit Sexual Abuse is when a person engages in conduct that tends to effect the commission of sexual conduct, including sexual contact.
- E. Sexual Threat means any spoken, written or other threat to engage in sexual conduct forcibly or against a person's will. A sexual threat is a type of sexual harassment.
- F. Sexual Harassment includes:
1. Repeated and unwelcome sexual advances, requests for sexual favors, or verbal comments, gestures, or actions of a derogatory or offensive sexual nature by one inmate, detainee, or resident directed toward another; and
 2. Repeated verbal comments or gestures of a sexual nature to an inmate, detainee, parolee, or resident by a staff member, contractor, or volunteer, including demeaning references to gender, sexually suggestive or derogatory comments about body or clothing, or obscene language or gestures.

IV. PROCEDURE

- A. Training
1. In accordance with the Department of Corrections and Community Supervision Training Manual, all employees shall receive, during initial training and as in-service training, instruction that relates to the prevention, detection, response, and investigation of sexual abuse and sexual harassment in a correctional environment. Training includes: initial training, refresher training at least every two years, orientation training upon reassignment to another correctional facility, and annual refresher information.
 2. All contractors and contract employees, volunteers, and interns shall receive orientation and periodic in-service training consistent with their level of inmate contact relating to the prevention, detection, and response to inmate-on-inmate sexual abuse and sexual harassment.

3. All inmates shall receive during orientation at reception and at facility orientation after transfer, information which addresses sexual abuse and sexual harassment. The information shall be communicated orally and in writing, in a language clearly understood by the inmates. This information will address prevention, self-protection (situation avoidance), reporting sexual abuse, and sexual harassment, and the availability of treatment and counseling.
- B. Assessment and Classification
1. Reception: An initial assessment will be conducted of all inmates arriving at a Reception Center.
 - a. This assessment is intended to identify a number of classification concerns including a determination of an inmate's risk of being sexually abused by other inmates or sexually abusive toward other inmates. Inmates identified as being at high risk of sexual victimization or of being sexually abusive will be identified, such concerns shall be noted upon the inmate's security classification in accordance with the "Manual for Security Classification Guidelines," and appropriate measures will be taken to ensure that they are monitored.
 - b. A PREA Risk Screening (Form #115.41M or Form #115.41F consistent with the gender classification of the facility) will be conducted pursuant to facility-specific procedures adopted in accordance with the Facility Operations Manual (FOM) Template implemented by the Associate Commissioner for Prison Rape Elimination Act (PREA) Compliance.
 - c. Counseling services will be available to address concerns associated with a history of sexual victimization and/or a history of sexually aggressive behavior, as appropriate. This assessment will also be considered in assigning an inmate's location. The initial assessment must include a preliminary review by Security, Health Services and Classification staff within 24 hours of an inmate's arrival at the reception facility.
 2. Transfer: An inmate's risk of being sexually abused by other inmates or sexually abusive toward other inmates shall be monitored and any specific occurrence or information shall be noted and considered in connection with any transfer.
 - a. Upon arrival, each inmate will be screened using PREA Risk Screening Form #115.41M or Form #115.41F for any indication of current risk of being sexually abused by other inmates or sexually abusive toward other inmates.
 - b. Such screening shall be conducted pursuant to facility-specific procedures adopted in accordance with the Facility Operations Manual (FOM) Template implemented by the Associate Commissioner for Prison Rape Elimination Act (PREA) Compliance.
- C. Reporting and Investigation of Inmate-on-Inmate Sexual Abuse, Sexual Harassment, or Sexual Threats: An inmate or parolee may report an incident of sexual abuse, sexual harassment, sexual threats, or any act of retaliation for reporting such an incident or for participating in an investigation of such an allegation to any employee. The initial inmate or parolee report may be verbal or in writing. For reporting purposes under this Directive, "employee" includes any employee, contractor or contract employee, volunteer, or intern of the Department, or any employee, contractor or contract employee assigned to work in a Department correctional facility by any other State agency.

1. An employee who receives a report that an inmate or parolee, is the victim of an incident of sexual abuse, sexual harassment, or sexual threats must be aware of the sensitive nature of the situation. The victim must be treated with due consideration for the effects of sexual abuse and sexual harassment.
2. Any employee who receives a report of sexual abuse, sexual harassment, sexual threats, or any act of retaliation for reporting such an incident, or for participating in an investigation of such an allegation, shall immediately notify his or her immediate supervisor as outlined below:
 - a. Any facility-based employee shall report the information immediately to their supervisor, who shall notify the Watch Commander. In the event the supervisor is not available, the employee shall immediately notify the Watch Commander directly.
 - b. Any community-based employee who receives a report involving an inmate or parolee, who is being supervised in the community has a duty to report such information to the Supervising Parole Officer (Bureau Chief) who shall immediately notify the Regional Director. In the event the Supervising Parole Officer (Bureau Chief) is not available, the employee shall immediately notify the Regional Director. In the event the Regional Director is not immediately available, the Assistant Regional Director shall be notified to avoid any delay.
 - c. The employee shall report the specific details, in writing, to the Watch Commander or Supervising Parole Officer (Bureau Chief) immediately, or as soon as possible after verbal notification, and no later than the end of the shift.
 - d. A medical practitioner who receives such information in the course of providing medical treatment to an inmate is required to report the minimum information necessary as set forth in the Department of Corrections and Community Supervision Health Services Policy Manual (HSPM) 1.60.
 - e. Immediate notification shall be made to the Office of Special Investigations in accordance with Directive #4027B, "Sexual Abuse Reporting & Investigation-Inmate-on-Inmate.
3. The Watch Commander shall initiate the sexual abuse protocols in accordance with the facility's Coordinated Response Plan to an Incident of Inmate Sexual Abuse, including securing the crime scene, where appropriate.
4. Reports of sexual abuse and sexual harassment are confidential and information, including but not limited to the identity of the victim, the identity of the person reporting the sexual abuse or sexual harassment, the identity of witnesses and the identity of the alleged perpetrator, is only to be shared with essential employees involved in the reporting, investigation, discipline and treatment process, or as otherwise required by law.
5. No retaliation of any kind shall be taken against an inmate, parolee, or employee for good faith reporting of sexual abuse, sexual harassment, or sexual threats.

6. A prompt, thorough, and objective investigation shall be conducted in all instances of reported sexual abuse, sexual harassment or retaliation concerning such an incident. As directed herein, and in accordance with Directive #0700, "Office of Special Investigations (OSI)," and other applicable department policies, this investigation shall be initiated promptly and shall be the responsibility of the Office of Special Investigations who shall determine the appropriate investigative response.

NOTE: Allegations of inmate-on-inmate sexual abuse may be reported to appropriate law enforcement officials and/or prosecutors by the Department's Office of Special Investigations. A person is guilty of falsely reporting an incident if it is proven beyond a reasonable doubt that, knowing the information reported, conveyed, or circulated to be false or baseless, he or she reports to a law enforcement officer or agency the alleged occurrence of an offense or incident which did not in fact occur (Penal Law§ 240.50). A report made in good faith based upon a reasonable belief that the alleged conduct did occur does not constitute falsely reporting an incident or lying for the purpose of disciplinary action even if investigation does not establish evidence sufficient to substantiate the allegation.


D. Discipline and Prosecution

1. Whenever an employee ascertains facts that an inmate perpetrated an act of inmate-on-inmate sexual abuse, it is the Department's policy to report such incidents on Form #2171, "Inmate Misbehavior Report," and to seek discipline of the aggressor in accordance with the standards of behavior. Furthermore, whenever investigation substantiates an allegation of inmate-on-inmate sexual abuse, the matter shall be referred to the appropriate law enforcement agency and/or prosecutor, through the Department's Office of Special Investigations, for consideration of criminal charges against the aggressor.
2. Whenever an employee ascertains facts that an inmate engaged in sexual harassment or made a sexual threat, it is the Department's policy to report such incidents on Form #2171, "Inmate Misbehavior Report," and to seek discipline of the aggressor in accordance with the standards of behavior.
3. A victim of sexual abuse, including an inmate or parolee who engages in a sexual act as a result of threats, intimidation, or other coercive actions, is not subject to discipline absent proof of false reporting following a full investigation of the incident and after consultation with the Department's Office of Special Investigations.

V. **STAFF DUTY TO REPORT**

- A. An inmate or parolee may report an incident of sexual abuse, sexual harassment or an allegation of retaliation concerning such an incident to any employee. The employee shall immediately notify his or her supervisor pursuant to Section IV above. The initial inmate or parolee report may be verbal or in writing.
- B. In addition to reporting an allegation of sexual abuse, sexual harassment, sexual threats, or retaliation as reported by an inmate or parolee, all employees, regardless of title, are under a duty to report:
 1. Any knowledge, suspicion, or information regarding an incident of sexual abuse or sexual harassment that occurred in a facility, whether or not the facility is part of the Agency;
 2. Retaliation against inmates, parolees, or staff who reported such an incident; and

3. Any staff neglect or violation of responsibilities that may have contributed to an incident or retaliation.
- C. Any employee having either knowledge or a reasonable belief of any sexual abuse, sexual harassment, or threat has a duty to report such information.
1. Any facility-based employee shall report such information immediately to their supervisor, who shall immediately notify the Watch Commander. In the event the supervisor is not available, the employee shall immediately notify the Watch Commander directly.
 2. Any community-based employee shall report such information to the Supervising Parole Officer (Bureau Chief) who shall immediately notify the Regional Director. In the event the Supervising Parole Officer (Bureau Chief) is not available, the employee shall immediately notify the Regional Director. In the event the Regional Director is not immediately available, the Assistant Regional Director shall be notified to avoid any delay.
- D. Any employee who receives a report of sexual abuse or sexual harassment, or has either knowledge or a reasonable belief of any sexual abuse, sexual conduct, sexual contact, sexual harassment, or any act of retaliation against an inmate, parolee, or employee for reporting an incident of sexual abuse or sexual harassment, or for participating in an investigation involving any of those acts, and who fails to report such information, may be subject to disciplinary action.

DIRECTIVE and Supervision	TITLE		NO. 4028A
	Sexual Abuse Prevention & Intervention - Staff-on-Inmate/Staff-on-Parolee		DATE 11/29/2017
SUPERSEDES DIR# 4028A Dtd. 03/04/2016	DISTRIBUTION AB	PAGES PAGE 1 OF 6	DATE LAST REVISED
REFERENCES (Include but are not limited to) Penal Law §240.50, §130, "Standards of Inmate Behavior" Rule Series 101, Prison Rape Elimination Act of 2003 (PREA), 42 U.S.C. 15601 <i>et seq.</i> ; Directive #0700, 4027A, 4028B, 4910, 6910; DOCCS Training Manual; HSPM 1.60	APPROVING AUTHORITY 		

I. **DESCRIPTION:** This Directive provides information concerning:

- The prevention of **staff-on-inmate/staff-on-parolee** sexual abuse, sexual harassment, sexual threats, and staff voyeurism;
- The prevention of, detection of, and response to allegations of **staff-on-inmate/staff-on-parolee** sexual abuse, sexual harassment, sexual threats, and staff voyeurism, including prompt and effective intervention to address the safety and treatment needs of an inmate victim of sexual abuse or sexual harassment;
- The duty of all staff to report any allegation of sexual abuse or sexual harassment of an inmate, and to report any actual knowledge or reasonable belief concerning any incident of sexual abuse, sexual harassment, or the existence of an inappropriate relationship between a staff member and an inmate;
- The duty of staff to report any allegation of retaliation for reporting an incident of sexual abuse or sexual harassment, or participating in an investigation of an incident of sexual abuse or sexual harassment;
- The prevention of, detection of, and response to allegations of retaliation for reporting an incident of sexual abuse or sexual harassment, or participating in an investigation of an incident of sexual abuse or sexual harassment; and
- The discipline and/or prosecution of those who commit such acts of sexual abuse, sexual harassment, sexual threats, staff voyeurism, or retaliation.

II. **POLICY:** The New York State Department of Corrections and Community Supervision has zero tolerance for sexual abuse and sexual harassment. Inmates and parolees have the right to be free from sexual abuse and sexual harassment. Sexual abuse and sexual harassment violate Department rules and threaten security. All allegations of sexual abuse, sexual harassment, or retaliation against staff, an inmate, or a parolee for reporting such an incident or participating in an investigation will be thoroughly investigated. Furthermore, any perpetrator of a sexual abuse or sexual harassment incident will be dealt with severely through discipline or prosecution to the fullest extent permitted by law.

It is the policy of the Department that staff-on-inmate/staff-on-parolee sexual conduct is sexual abuse and is not to be tolerated. Every incident of staff sexual conduct with an inmate or parolee presents a threat to the security of the facility and the Department. All allegations of sexual abuse, sexual harassment, sexual threats, staff voyeurism, or retaliation concerning such an incident will be thoroughly investigated.

Under § 130.05 of NYS Penal Law, an inmate or parolee cannot legally consent to any sexual act with an employee, contract employee, or volunteer (i.e., "staff"). It is a crime for staff to engage in a sexual act with an inmate or parolee. A staff person who engages in sexual conduct, including sexual contact with an inmate or parolee, is guilty of a sex offense even if the inmate or parolee "willingly" participates or manipulates the staff member.

Sexual conduct with a person committed to the custody of the Department is a crime whether it occurs inside a correctional facility, during transportation outside a correctional facility, or while the person is a participant in a temporary release program. Any sexual abuse of an inmate or parolee by a staff member will be prosecuted to the fullest extent of the law.

NOTE: Any incident of sexual assault on staff by an inmate or parolee will be immediately reported to the Office of Special Investigations and handled in accordance with established Department policy for investigation and criminal prosecution of inmates (see Directive #6910, "Criminal Prosecution of Inmates").

III. DEFINITIONS

- A. Sexual Conduct means sexual intercourse, oral sexual conduct, anal sexual conduct, aggravated sexual contact, or sexual contact and shall have the same meaning as set forth in Penal Law § 130.00.
- B. Sexual Contact means any touching of the sexual or other intimate parts of a person not married to the actor for the purpose of gratifying sexual desire of either party, and shall have the same meaning as set forth in Penal Law § 130.00.

NOTE: "Sexual Contact" does not include touching of the intimate parts of another person during the performance of a personal search in accordance with Department procedures as outlined in Directive #4910, "Control of and Search for Contraband," or during a medical examination by health care staff for a proper medical purpose.

- C. Sexual Abuse includes:
1. Inmate-on-Inmate Sexual Abuse: Inmate-on-Inmate Sexual Abuse is when one or more inmates engage in sexual conduct, including sexual contact, with another inmate against his or her will or by use of threats, intimidation or other coercive actions. Inmate-on-Inmate Sexual Abuse is a form of "Prison Rape" under the Prison Rape Elimination Act of 2003 (PREA), 42 U.S.C. § 15609.
 2. Staff-on-Inmate/Staff-on-Parolee Sexual Abuse: Staff-on-Inmate/Staff-on-Parolee Sexual Abuse is when an employee, volunteer, intern or outside contractor engages in sexual conduct, including sexual contact, with an inmate or parolee. Staff-on-Inmate Sexual Abuse is a form of "Prison Rape" under PREA.
- D. Attempt to Commit Sexual Abuse is when a person engages in conduct that tends to effect the commission of sexual conduct, including sexual contact.
- E. Sexual Threat means any spoken, written, or other threat to engage in sexual conduct forcibly or against a person's will. A sexual threat is a type of sexual harassment.
- F. Sexual Harassment includes:
1. Repeated and unwelcome sexual advances, requests for sexual favors, or verbal comments, gestures, or actions of a derogatory or offensive sexual nature by one inmate, detainee, or resident directed toward another; and

2. Repeated verbal comments or gestures of a sexual nature to an inmate, detainee, parolee, or resident by a staff member, contractor, or volunteer, including demeaning references to gender, sexually suggestive or derogatory comments about body or clothing, or obscene language or gestures.

- G. Staff Voyeurism means the intentional or surreptitious viewing, broadcast or recording of an inmate dressing or undressing or of the sexual or other intimate parts of such inmate for the purpose of sexual arousal or sexual gratification, amusement, entertainment, or profit, or for the purpose of degrading or abusing a person.

NOTE: "Staff Voyeurism" does not include the viewing of the sexual or other intimate parts of another person during a personal search in accordance with Department procedures as outlined in Directive #4910; or inadvertently or accidentally during rounds, while assigned to monitor Department security camera systems, during the performance of other official duties; or during a medical examination by health care staff for a proper medical purpose.

- H. Inappropriate relationship means any association with criminals or persons engaged in unlawful activities or any conversation, communication, dealing, transaction, association, or relationship with any inmate, former inmate, parolee or former parolee, or any visitor, friend, or relative of same in any manner or form which is not necessary or proper for the discharge of the employee's duties, and that has not been authorized in accordance with applicable policy.

- IV. **PURPOSE:** The purpose of this Directive is to provide guidelines for the prevention, detection, response and investigation of sexual abuse, sexual harassment or sexual threats, or any act of retaliation against an inmate or parolee for reporting such an incident or for participating in an investigation of such an allegation, including prompt and effective intervention to address the safety and treatment needs of a victim of sexual abuse or sexual harassment, and the investigation, discipline and prosecution of the aggressor(s).

V. **PROCEDURE**

A. Training

1. In accordance with the Department of Corrections and Community Supervision Training Manual, all employees shall receive, during initial training and as in-service training instruction that relates to the prevention, detection, response, and investigation of sexual abuse and sexual harassment in a correctional environment. Training includes initial training, refresher training at least every two years, orientation training upon reassignment to another correctional facility, and annual refresher information.
2. All contractors and contract employees, volunteers, and interns shall receive orientation and periodic in-service training consistent with their level of inmate contact relating to the prevention, detection, and response to sexual abuse and sexual harassment.
3. All inmates shall receive during orientation at reception, and at facility orientation after transfer, information which addresses sexual abuse and sexual harassment. The information shall be communicated orally and in writing, in a language clearly understood by the inmates. This information will address prevention, self-protection (situation avoidance), reporting sexual abuse and sexual harassment, and the availability of treatment and counseling.

- B. Reporting and Investigation of Staff-on-Inmate/Staff-on-Parolee Sexual Abuse, Sexual Harassment or Sexual Threats: An inmate or parolee may report an incident of sexual abuse, sexual harassment, sexual threats, staff voyeurism or any act of retaliation for reporting such an incident or for participating in an investigation of such an allegation to any employee . The initial inmate or parolee report may be verbal or in writing. For reporting purposes under this Directive, "employee" includes any employee, contractor or contract employee, volunteer, or intern of the Department, or any employee, contractor or contract employee assigned to work in a Department correctional facility by any other State agency.
1. An employee who receives a report that an inmate or parolee is the victim of an incident of sexual abuse, sexual harassment, sexual threats, or staff voyeurism must be aware of the sensitive nature of the situation. The victim must be treated with due consideration for the effects of sexual abuse and sexual harassment.
 2. Any employee who receives a report of sexual abuse, sexual harassment, sexual threats, staff voyeurism, or any act of retaliation for reporting such an incident or for participating in an investigation of such an allegation shall:
 - a. Any facility-based employee shall report the information immediately to their supervisor, who shall immediately notify the Watch Commander. In the event the supervisor is not available, the employee shall immediately notify the Watch Commander directly.
 - b. Any community-based employee who receives a report involving an inmate or parolee, who is being supervised in the community has a duty to report such information to the Supervising Parole Officer (Bureau Chief) who shall immediately notify the Regional Director. In the event the Supervising Parole Officer (Bureau Chief) is not available, the employee shall immediately notify the Regional Director. In the event the Regional Director is not immediately available, the Assistant Regional Director shall be notified to avoid any delay.
 - c. The employee shall report the specific details, in writing, to the Watch Commander or Supervising Parole Officer (Bureau Chief) immediately or as soon as possible after verbal notification, and no later than the end of the shift.
 - d. A medical practitioner who receives such information in the course of providing medical treatment to an inmate is required to report the minimum information necessary as set forth in the Department of Corrections and Community Supervision Health Services Policy Manual (HSPM) 1.60.
 - e. Immediate notification shall be made to the Office of Special Investigations in accordance with Directive #40288, "Sexual Abuse Reporting & Investigation - Staff-on-Inmate/Staff-on-Parolee."
 3. The Watch Commander shall initiate the sexual abuse protocols in accordance with the facility's Coordinated Response Plan to an Incident of Inmate Sexual Abuse, including securing the crime scene, where appropriate .
 4. Reports of sexual abuse and sexual harassment are confidential and information, including but not limited to the identity of the victim, the identity of the person reporting the sexual abuse or sexual harassment, the identity of witnesses and the identity of the alleged perpetrator , is only to be shared with essential employees involved in the reporting, investigation, discipline, and treatment process, or as otherwise required by law.

5. No retaliation of any kind shall be taken against an inmate, parolee or employee for good faith reporting of sexual abuse, sexual harassment, or sexual threats.
6. A prompt, thorough, and objective investigation shall be conducted in all instances of reported sexual abuse, sexual harassment, inappropriate relationships, and retaliation for reporting such an incident. As directed herein and in accordance with Directive #0700, "Office of Special Investigations (OSI)," and other applicable department policies, this investigation shall be initiated promptly and shall be the responsibility of the Office of Special Investigations who shall determine the appropriate investigative response.


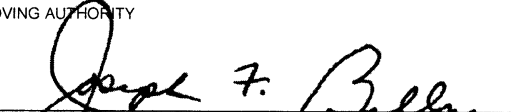
NOTE: Allegations of staff-on-inmate/staff-on-parolee sexual abuse or inappropriate relationships, may be reported to appropriate law enforcement officials and/or prosecutors by the Department's Office of Special Investigations. A person is guilty of falsely reporting an incident if it is proven beyond a reasonable doubt that, knowing the information reported, conveyed, or circulated to be false or baseless, he or she reports to a law enforcement officer or agency the alleged occurrence of an offense or incident which did not in fact occur (Penal Law§ 240.50). A report made in good faith based upon a reasonable belief that the alleged conduct did occur does not constitute falsely reporting an incident or lying for the purpose of disciplinary action, even if investigation does not establish evidence sufficient to substantiate the allegation.

- C. Discipline and Prosecution: When investigation substantiates an allegation of sexual abuse and/or inappropriate relationships, it is the Department's policy to refer such incident to the appropriate law enforcement agency or prosecutor, through the Department's Office of Special Investigations, for consideration of criminal charges. Any conduct constituting sexual abuse, sexual harassment, staff voyeurism, inappropriate relationships or any act of retaliation against an inmate, parolee, or employee for reporting an incident of sexual abuse, sexual harassment, staff voyeurism, inappropriate relationships, or for participating in an investigation involving any of those acts may be the basis for disciplinary action whether or not prosecution or a conviction results.

VI. STAFF DUTY TO REPORT

- A. An inmate or parolee may report an incident of sexual abuse, sexual harassment, sexual threats, or an allegation of retaliation concerning such an incident to any employee. The employee shall immediately notify his or her supervisor pursuant to Section V above. The initial inmate or parolee report may be verbal or in writing.
- B. In addition to reporting an allegation of sexual abuse, sexual harassment, sexual threats, or retaliation as reported by an inmate or parolee, all employees, regardless of title, are under a duty to report:
 1. Any knowledge, suspicion, or information regarding an incident of sexual abuse or sexual harassment that occurred in a facility, whether or not the facility is part of the Agency including:
 - a. Any sexual conduct (sexual intercourse, oral sexual conduct, anal sexual conduct, aggravated sexual contact, or sexual contact) between another employee and an inmate or parolee;
 - b. Any inappropriate relationship between another employee and an inmate or parolee;
 - c. Any act of staff voyeurism; or

-
- d. Any allegation of retaliation for reporting an incident of sexual abuse, or for participating in an investigation of an allegation of sexual abuse.
 2. Retaliation against inmates, parolees, or staff who reported such an incident; and
 3. Any staff neglect or violation of responsibilities that may have contributed to an incident or retaliation.
- C. Any employee having either knowledge or a reasonable belief of any sexual abuse or sexual conduct, including sexual contact, taking place or having taken place between any employee and an inmate or parolee, sexual harassment, any inappropriate relationship between any employee and an inmate or parolee, or any act of staff voyeurism has a duty to report such information.
1. Any facility-based employee shall report such information to their supervisor, who shall immediately notify the Watch Commander. In the event the supervisor is not available, the employee shall immediately notify the Watch Commander directly.
 2. Any community-based employee shall report such information to the Supervising Parole Officer (Bureau Chief) who shall immediately notify the Regional Director. In the event the Supervising Parole Officer (Bureau Chief) is not available, the employee shall immediately notify the Regional Director. In the event the Regional Director is not immediately available, the Assistant Regional Director shall be notified to avoid any delay.
- D. Any employee who receives a report of sexual abuse or sexual harassment, or has either knowledge or a reasonable belief of any sexual abuse, sexual conduct, sexual contact, sexual harassment, inappropriate relationship or staff voyeurism between an employee and an inmate or parolee, or any act of retaliation against an inmate, parolee, or employee for reporting an incident of sexual abuse, sexual harassment, staff voyeurism, inappropriate relationship, or for participating in an investigation involving any of those acts, and who fails to report such information, may be subject to disciplinary action.

 Corrections and Community Supervision DIRECTIVE	TITLE		NO. 4936
	Search of DOCCS Employees		DATE 4/4/2017
SUPERSEDES DIR #2115, #4936 Dtd. 10/10/2012	DISTRIBUTION A	PAGES PAGE 1 OF 7	DATE LAST REVISED 02/08/2018
REFERENCES (Include but are not limited to) Directives #2115, #3083, #4900, #4910, #4937, #4938; Employees' Manual	APPROVING AUTHORITY 		

- I. **PURPOSE:** The presence of contraband within a Department workplace or a correctional facility and its possibility of subsequent possession and/or use by inmates threatens the security of the facility; it endangers the safety of inmates, employees, visitors, and the community.

Introducing or possessing contraband in a facility is a violation of the New York Penal Law and Department of Corrections and Community Supervision (DOCCS) Rules and Regulations and violators are to be prosecuted. Employees attempting to introduce contraband or who are in possession of contraband shall be subject to both prosecution and disciplinary action.

Sound security operations require routine, periodic, and special searches of all persons entering the workplace. This directive outlines the security procedures to be followed in searching employees while on Department property, which may include work spaces. See also Directive #4900, "Security in Gate Areas/Secure Posts," and Directive #4910, "Control of & Search for Contraband."

- II. **GUIDELINES:** Section 2.30 of the Department's Employees' Manual states:

Any employee on Department property or while on duty is subject to search, which may include workspaces. All employees will routinely be subjected to a metal detector search and packages and other articles carried into the workplace may be routinely inspected. Pat or strip searches may be conducted. Any article that may not be properly taken into or out of the facility may be confiscated and turned over to the Officer in Charge for appropriate disposition. Refusal by an employee to submit to a search is insubordination, shall be cause to refuse him or her entrance to the facility or workplace, and may constitute grounds for disciplinary action. The Department's policy and procedures concerning such searches are contained in Directive #4936, "Search of DOCCS Employees."

Among the many procedures that may be taken to ensure safe and secure facilities and workplaces is the procedure that permits the searching of employees at any time they are on Department property. The need for this procedure has been demonstrated by those occasions when employees have been found to possess contraband within the facilities or in the workplace.

It must also be recognized that all employees shall be treated fairly and in a dignified manner on those occasions when a search is required. Screening staff must be respectful of a person's belongings. Belongings and contents should not be handled carelessly, or in a manner that attracts unnecessary attention. Screening staff shall not make unnecessary or inappropriate comments regarding a person's belongings that might cause embarrassment. Additionally, no inmates will be allowed to remain in the area, or allowed to view screening procedures, when electronic searches of staff are being conducted.

- A. Metal Detector Searches: All employees will be subject to metal detector searches upon entering a correctional facility in accordance with Directive #4900 (walk-through, Cellsense, and/or hand held). On a daily basis, the Superintendent or designee (rank of Captain or above) will determine in what manner this will occur, ranging from a random predetermined number of employees entering the facility that will change each shift and day, up to and including all staff entering that facility. The determination will be documented in the Watch Commander's Logbook. It is the responsibility of the staff person being searched to clear the metal detector. Metal detector searches must be supervised by a Sergeant or higher.
1. It is expected that the vast majority of staff persons will clear the metal detection screening with minimal delay. However, if the metal detector alerts and the alerting area is isolated and cannot be resolved, a hand held metal detector will be utilized. In the case of a staff person who may be wearing an underwire bra, the use of a hand held metal detector should resolve the alert to the satisfaction of the supervisor without the need for additional steps. However, if this particular alert or any other alert cannot be resolved to satisfaction of the supervisor, he or she will immediately notify the Watch Commander who in turn will notify the Superintendent, Deputy Superintendent for Security (DSS) or Officer of the Day (OD) to determine the next appropriate step or if additional processing procedures are necessary.

Staff persons who have medical conditions that do not allow them to clear or pass through a walk through metal detector device will be issued a pass by the Superintendent, upon receipt of administratively acceptable medical documentation indicating their medical condition and the extent of the restriction(s) regarding their ability to clear electronic screening. The purpose of the medical alert pass is not to relieve the entering person of the responsibility to clear the staff entrance and search procedure, but to provide an opportunity for the person and the administration to tailor the procedure to that person's unique medical situation. Screening staff conducting searches of entering staff persons with medical passes must still be reasonably assured that no prohibited objects are entering the facility.

Note: Board of Parole member, Central Office staff and other Department employees entering any correctional facility for official business will be processed as facility employees, they will be subject to metal detector and periodic pat frisk searches under the same manner as prescribed in Section II-A & B.

Packages, containers, and other articles carried into the facility shall also be searched/frisked upon entrance and exit of the facility and may be subject to x-ray.

Note: Packages, containers, and other articles containing documents and equipment carried by members of the Board of Parole and their Court Reporters, Central Office staff, the Office of Special Investigations, the Bureau of Labor Relations in connection with an official investigation or labor relations cases, and the facility Executive team may be visually inspected, however, frisking staff are prohibited from reading or reviewing the content of such documents and shall not view the contents of the file folders without the approval of the Commissioner.

- B. Pat Frisk Searches: The Superintendent will order periodic pat frisk searches of any employee to be conducted in a designated area. Pat frisk searches shall be supervised by a uniformed supervisor of the rank of Sergeant or above or a non-uniformed employee of a higher pay grade than the employee being searched. The Officer conducting the pat frisk search must be of the same sex as the employee being searched. In addition, the Watch Commander may approve a pat frisk of an employee based on suspicion or inability to clear the metal detector.

Religious headwear is not considered part of a person's belongings, but rather their person. Random pat frisks should not ordinarily include removal and inspection of religious headwear. Except in emergencies, the Watch Commander or above is required to authorize the search of religious headwear.

C. Strip Searches

1. Definition: For purposes of this directive, a strip search is defined as an inspection of the naked body of the person, and an examination of the person's clothes and personal effects.
2. A strip search of a facility employee may only be conducted on the order of the Superintendent, Acting Superintendent, or the Officer of the Day when the Superintendent or Acting Superintendent is absent from the facility and cannot be contacted.
3. Prior to ordering such a strip search, the Superintendent, Acting Superintendent, or Officer of the Day must make a determination of reasonable suspicion, based upon a review of the specific facts in each situation and rational inferences drawn from the facts.

The following illustrations will provide guidance in determining whether there is "reasonable suspicion" in order to approve an employee strip search.

- Illustration #1: Superintendent Doe receives information from two Correction Officers that employee Roe is bringing marijuana into the correctional facility on a certain day. One of the Officers has given the Superintendent reliable information in the past. There is reasonable suspicion in order to approve a strip search of employee Roe.
- Illustration #2: Inmate Jones informs Superintendent Doe that employee Roe is helping inmate Smith to escape from the facility. Another employee confirms this with additional information that Roe is bringing in drugs and a hacksaw on a certain date. There is reasonable suspicion and the Superintendent may approve the employee's strip search.
- Illustration #3: Superintendent Doe receives general rumors from uniformed supervisors and another reliable source that employee Roe was bringing contraband into the facility. Further, the Superintendent received the same general information from an inmate who has provided reliable information in the past at another facility. Finally, contraband had been discovered at the facility. These facts justify the Department's decision to approve a strip search of employee Roe.

- Illustration #4: Inmate Jones gives information to the Department that employee X was bringing drugs into the facility. There is no evidence that this inmate had a history of providing reliable information in the past. Further there is no corroborating evidence. These circumstances do not satisfy the reasonable suspicion standard to justify a strip search.
4. Strip searches must be supervised by a uniformed supervisor having at least the rank of Lieutenant, or at a minimum security facility where it may be a Sergeant if he or she is the ranking supervisor present.
 5. No more than one searching employee may be present in addition to the supervising employee. Additional staff presence must be approved by the Superintendent, Acting Superintendent, or OD as provided in II-C-2 above.
 6. Employees who are to be searched will be treated in a professional manner. Such strip searches shall be conducted in areas which are clean and heated, have appropriate floor covering on which to stand, and have a space for the employee's clothing to be placed off of the floor.
 7. The employee to be searched shall be escorted to the appropriate private area and kept under direct visual observation until commencement of the search.
 8. The supervising and searching employees must be of the same sex as the employee being searched. If a ranking female security supervisor is not available, the Superintendent shall designate a female employee (holding a higher grade than the employee being searched) to be present during the search.
 9. An employee may refuse to submit to a strip search, but such refusal shall be cause to deny the employee's entrance to the facility and shall be grounds for disciplinary action.
 10. The employee being searched may request the presence of a witness or union representative. If the employee being searched is a non-uniformed employee, every effort should be made to have the employee's supervisor present during the search if the employee so requests.
 11. Subsequent to the search, the employee will be provided with a statement that will include: date of search, time of day, location, identification of searching employees, supervising employee, representative or witness present, and the results of the search. This report shall be delivered to the employee and, upon the employee's request, the union representative no later than the end of the work day following the day the request was made.
 12. A copy of such statement shall be forwarded to the Deputy Commissioner for Correctional Facilities.

When on Department property not associated with a correctional facility (e.g., Central Office, satellite offices, regional parole offices, and other Department properties), pat or strip searches may be conducted only on the order of the assigned Deputy Commissioner having oversight of that area.
 13. The search area on other Department properties will be designated by the assigned Deputy Commissioner, and in correctional facilities, will be designated by the Superintendent or Acting Superintendent.

D. Prohibited Strip Searches and Frisks

1. Random strip searches are not allowed.
 - a. Definition: For purposes of this directive, a random strip search is a strip search conducted for security or investigatory reasons when there has not been a Superintendent's determination of reasonable suspicion regarding a specific individual.
 - b. Random strip searches are not to be ordered. There must be a finding of reasonable suspicion that an individual employee was attempting to introduce contraband into the correctional facility prior to ordering the strip search of an employee.
2. Strip frisks are not allowed without a search warrant.
 - a. Definition: For purposes of this directive, a strip frisk is defined as a search including a visual examination of the anal and genital areas of the person searched.
 - b. No employee shall be strip frisked, unless the Superintendent has first secured a search warrant for that person to be strip frisked.

III. ITEMS FACILITY STAFF ARE ALLOWED TO CARRY IN TO A CORRECTIONAL FACILITY

- A. All staff will be required to use a clear bag (approximate dimensions 11" wide by 7" deep by 10" tall, with a zipper pouch in front) as distributed by the Department. Staff will be permitted to identify their issued bag with their name placed on the bottom of the bag only. The bag will not be altered in any manner, including but not limited to, any items affixed/placed, inscribed, sewn on, etc to the clear bag.
- B. Staff members requiring the use or carry of personal medical devices/supplies of a private/sensitive nature, or female employees who are required to carry feminine hygiene products shall be permitted to carry said items in a pouch that is clear on one side and solid on the other. This bag will fit into the clear bag as outlined in Section III-A of this directive, which will allow for appropriate inspection, while maintaining privacy from a distance.
- C. Staff shall be permitted to carry, on their person, or in their clear bags, those items that are outlined on Attachment A, "Staff Allowable Items List."


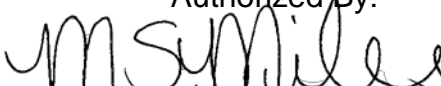
STAFF ALLOWABLE ITEMS LIST

- Clear employer provided bag (all other bag(s) are **PROHIBITED** except for staff whose job assignment requires carrying documents into and/or out of the facility, may be permitted to carry a briefcase, file box, or folders as approved by the Superintendent)
- Uniformed staff are permitted the items as listed in Directive #3083, "Uniform/Equipment Issue and Appearance"
- Employees required to wear Department issued clothing are permitted one (1) change of clothing to be secured in a locker not accessible by inmates
- WalleUbadge case with personal documents (e.g., identification cards, credit cards, driver's license, bank cards, etc.)
- Cash, no more than \$100, for food, ordered from an outside business, vending machines and/or employee mess dining room, if equipped
- Vehicle/personal keys
- 2 pens and 2 pencils
- Calendar book
- Notepad
- Pad folio (1)
- Highlighter (1)
- Key clip(s)
- Food/drinks (reasonable amounts as determined by the Watch Commander or above)
 - **Uncooked eggs, meats, poultry, and fish are PROHIBITED;**
 - **Unprepared frozen food is PROHIBITED;**
 - Microwaveable prepared meals are permitted;
 - Packaged in the original packaging, if store bought, or in see-through clear plastic containers;
 - Metal and glass containers are prohibited with the exception of a Thermos™;
 - All consumable canned goods (e.g., beverages/soda, food that can be heated);
 - Tea;
 - Ground coffee and coffee filters;
 - Coffee cream;
 - Sugar.
- Plastic eating utensils
- Cold pack
- Ace bandage (1)
- Wrist wrap (1)
- Band aides (6)
- Neosporin (small tube)
- Depends
- Ceramic coffee mug
- Feminine hygiene products
- Tissues
- Toothbrush
- Toothpaste (travel size only)
- Breath mints (1) retail package
- One (1) Chap Stick or lip balm

- Lotion (travel size only)
- Hand sanitizer (travel size only)
- Sunscreen (travel size only)
- Plastic comb or brush
- Rain coat
- Sweater
- Change of shoes
- Winter jacket, scarf, gloves, haU earmuffs, facemask, and boots
- Umbrella (no golf size or pointed end)
- Watch (**PROHIBITED: Internet, Cellular, Bluetooth, or Wi-Fi capable/enabled**)
- Rings
- Earrings (no hoop or dangling)
- Bracelet(s)
- Necklace(s)
- Small compact mirror
- Eyeglasses (2 pairs) and non-mirrored sunglasses (1 pair)
- Contact lenses
- Contact lenses solution (1 Bottle)
- Hearing aids/batteries
- Tobacco products (maximum of one pack, can, pouch, or factory container of tobacco product)
- **Electronic Cigarettes are PROHIBITED**
- Pack of matches or lighter (2)
- Employees may carry a personally-owned knife with a folding blade (blade not to exceed 2" in length). The knife will be carried in such a way that it is out of view. Under no circumstances will a knife be carried in a sheath/pouch exposed. Combination tools, such as a Leatherman tool are not authorized.
- **Medication - In accordance with 7.13 of the Employees' Manual:**
 - Controlled substances are not permitted to be possessed, stored, or consumed in any facility, except upon valid order or prescription from a qualified physician. Under no circumstances shall inmates have access to opiates, narcotics, or other substances producing similar affects.
 - Employees who must, on orders of a physician, take medication during working hours shall bring into the institution only the dosage which they will be required to take during their tour of duty (including Epi-pens and Diabetic supplies). See Directive #2115, "Drug Tests for Employees", #4937, "Urinalysis Testing," and #4938, "Contraband Drug Testing."
 - Over the Counter (OTC) medications that are readily identifiable are allowed into the facility; only the dosage which is required for tour of duty is allowed.

Personal items not listed above, such as personal affects for an office, may be approved by the facility Superintendent and placed on a gate pass with a copy of such approval available for review.

Absent the aforementioned provision regarding personal items and the approval process, no items other than those listed above shall be allowed to be brought into the facility without the express written approval of the Commissioner or Deputy Commissioner for Correctional Facilities.

 Corrections and Community Supervision TRAINING MANUAL	Subject: 7.150 Orientation Program for Per Diem and Non- Departmental Employees	
	Supersedes: 08-25-21	Page: 1 of 4
Authorized By: 	Reference: ACA 4-4088	Date: 07-10-2017

I. PURPOSE:

To establish a standardized 16-hour orientation program for persons working within the New York State Department of Corrections and Community Supervision, but are not employed by DOCCS.

II APPLICABILITY:

Personnel who are assigned work within DOCCS as either a per diem or non-departmental employee, for example: Office of Mental Health (OMH) and agency-contracted employees. This policy is not applicable to construction contractors.

III POLICY:

All staff to whom this subject applies will receive a 16-hour orientation program. The orientation program will be administered during the employee's first two days at the facility. Orientation for volunteers is covered under Directive #4750, Section V, D. The facility will determine what additional training is necessary for each individual.

IV PROCEDURE:

The Facility Training Contact will oversee the orientation of non-departmental and per diem employees. This person will be responsible for arranging the necessary staff to be available for escorting and explaining the functions of the various areas of the facility.

The new non-departmental or per diem employee will meet with the Facility Training Contact and/or appropriate escorting staff member. The Training Contact will ensure the employee receives orientation information on the areas designated on the 16-Hour Orientation sign-off sheet (Attachment A).

The staff member who delivers the information will sign in the appropriate area on the orientation sign-off sheet (Attachment A) to verify orientation in the specific topic.

The training escort will act as a guide for the new, non-departmental employee. The introduction to security will be divided into two components, which will include a tour of the facility as well as an orientation of the informational topics outlined on the orientation sign-off sheet. If there is security information specific to a facility, it should be included in the tour and/or as a topic to be covered.

Subject: 7.150 Orientation Program for Per Diem and Non- Departmental Employees	Topic: Pre-Service and Orientation Programs	Date: 07-10-2017	Page 2 of 4
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An escort must remain with the new employee for the duration of the tour and be prepared to give a verbal overview of each area. Positive dialogue between the guide and employee should be encouraged, allowing for questions and comments throughout the tour. Each question will be treated with courtesy and professionalism. It is important to remember that this is the first opportunity for the person to see the facility in operation and individual reactions will vary.

Facility staff members shall be introduced at the guide's discretion to supplement the tour and provide information related to the different areas of the facility. The tour must be pre-planned and timed, always beginning in the same area and ending in a room conducive for the presentation of the outlined topics.

Following the tour, the guide will share information regarding important security topics such as those listed above, and basic dos and don'ts. This presentation should include handouts, safety fact sheets, and relevant facility materials, which can be used as a reference in the future.

This segment also provides the opportunity to address the disciplinary process, explain the security hierarchy in a facility, and explain the respect for the chain of command by the security workforce. Like the tour, presentation of the topic materials, handouts, and videotapes should be well planned and timed.

At the conclusion of the second day, the new non-departmental employee will sign the Orientation form acknowledging that he or she received 16 hours of orientation. This form will be forwarded to the Training Contact for filing.

Subject: 7.150 Orientation Program for Per Diem and Non- Departmental Employees	Topic: Pre-Service and Orientation Programs	Date: 07-10-2017	Page 3 of 4
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**ATTACHMENT A
ORIENTATION SIGN-OFF FORM
Non-Departmental and Per Diem Employees**

_____ CORRECTIONAL FACILITY

PRINT NAME: _____

DATE ASSIGNED _____

TITLE/RANK _____

Introduction to the Superintendent _____

Introduction to the Executive Team _____

Clean Air Policy/ Smoking _____

Sexual Harassment Policy _____

Sexual Abuse Directive 4028A _____

PREA Introduction/Refresher Training _____

Red Book Synopsis _____

Parking Regulations _____

Personal Alarm System _____

Accreditation _____

Facility Tour (Security Operations) _____

Overview and Tour of Programs with DSP _____

Training Bulletins _____

Tool and Key Control _____

Control of Contraband _____

Caustics, Flammables, and Toxics _____

Facility Emergency Procedures _____

Subject: 7.150 Orientation Program for Per Diem and Non- Departmental Employees	Topic: Pre-Service and Orientation Programs	Date: 07-10-2017	Page 4 of 4
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Stormwater Management Plan
(if applicable)

HIPPA Video (Applicable staff)



NOTE: If the facility does not have a particular Department listed, write "N/A."
Additional lines have been added to accommodate any signature(s) specific to your
facility.

I completed the 16-Hour Orientation Program on:

Date

Non-Departmental/Per Diem Employee: Sign Print Name

Escort/Guide: Sign Print Name

 Corrections and Community Supervision DIRECTIVE	TITLE Inmate Art & Handicrafts		NO. 4405
			DATE 4/23/2015
SUPERSEDES DIR #4405 Dtd. 7/30/2014	DISTRIBUTION A B	PAGES PAGE 1 OF 1	DATE LAST REVISED
REFERENCES (Include but are not limited to) Directives #4067, #4911, #4930	APPROVING AUTHORITY 		

I. **PURPOSE:** This directive governs the purchase, control, and use of supplies for inmate arts and handicrafts.

II. **POLICY**

- A. All supplies and tools for arts and handicrafts shall be evaluated as potentially hazardous materials, Class "A," or Class "B" tools (refer to Directives #4930, "Tool Control," and #4067, "Hazardous Materials Program"). Materials which are stored in the hobby shop or other locations designated by the Superintendent must be secured, controlled, inventoried, and only dispensed for use under the supervision and control of security staff.
- B. Inmate art and handicrafts may be displayed within correctional facilities but not at any outside locations. Inmate art and handicrafts may not be sold by inmates to anyone or within correctional facilities.
- C. Inmate artworks and handicrafts may be given as gifts to family members in accordance with the procedures established for processing items through the visiting room and package room, or with the approval of the Superintendent, they may be donated to a not-for-profit organization.
- D. Inmates who wish to purchase art and handicraft materials must do so from their own accounts.

III. **PURCHASE OF ART AND HANDICRAFT MATERIALS**

A. Facilities Which Have a Hobby Shop

- 1. The purchase of all art and handicraft materials shall be conducted through the hobby shop, commissary, or other acceptable established procedure;
- 2. The inmate shall fill out a disbursement form to allow the deduction of the cost from his or her account; and
- 3. A copy of the disbursement form shall be given to the inmate as proof of purchase.

B. Facilities Which Do Not Have a Hobby Shop

- 1. In those facilities which do not have a hobby shop, the Superintendent or designee shall develop a procedure allowing inmates to purchase art and handicraft materials, and providing them with receipts for proof of ownership.

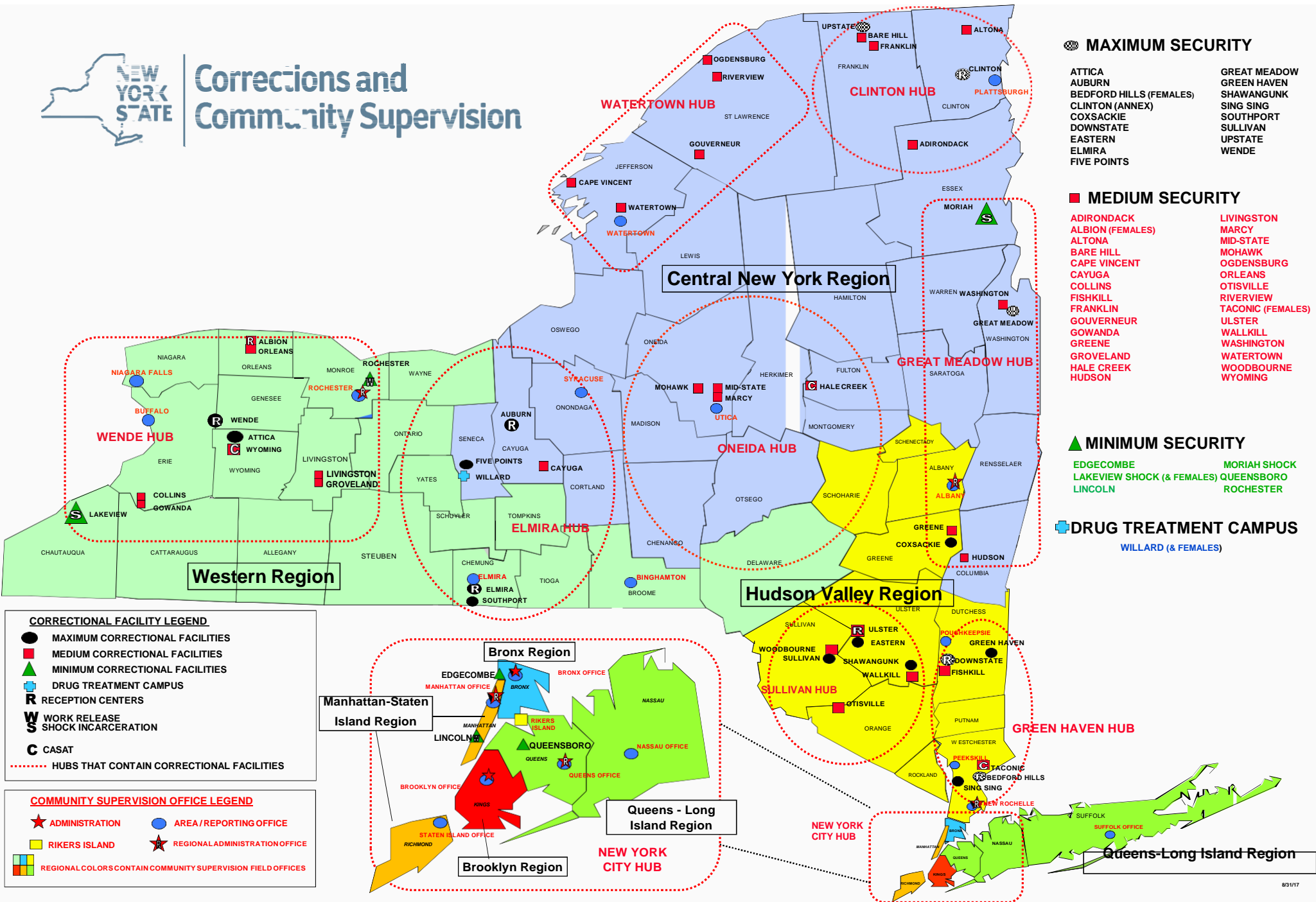
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ATTACHMENT J

New York State DOCCS Facilities and Regional Map



Corrections and Community Supervision



MAXIMUM SECURITY

- ATTICA
- AUBURN
- BEDFORD HILLS (FEMALES)
- CLINTON (ANNEX)
- COXSACKIE
- DOWNSTATE
- EASTERN
- ELMIRA
- FIVE POINTS
- GREAT MEADOW
- GREEN HAVEN
- SHAWANGUNK
- SING SING
- SOUTHPORT
- SULLIVAN
- UPSTATE
- WENDE

MEDIUM SECURITY

- ADIRONDACK
- ALBION (FEMALES)
- ALTONA
- BARE HILL
- CAPE VINCENT
- CAYUGA
- COLLINS
- FISHKILL
- FRANKLIN
- GOVERNEUR
- GOWANDA
- GREENE
- GROVELAND
- HALE CREEK
- HUDSON
- LIVINGSTON
- MARCY
- MID-STATE
- MOHAWK
- OGDENSBURG
- ORLEANS
- OTISVILLE
- RIVERVIEW
- TACONIC (FEMALES)
- ULSTER
- WALLKILL
- WASHINGTON
- WATERTOWN
- WOODBOURNE
- WYOMING

MINIMUM SECURITY

- EDGECOMBE
- LAKEVIEW SHOCK (& FEMALES)
- LINCOLN
- MORIAH SHOCK
- QUEENSBORO
- ROCHESTER

DRUG TREATMENT CAMPUS

- WILLARD (& FEMALES)

CORRECTIONAL FACILITY LEGEND

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

COMMUNITY SUPERVISION OFFICE LEGEND

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

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ATTACHMENT K

Mandatory Intent to Bid

ATTACHMENT L

State Finance Law § 139-I Certification

Attachment L **State Finance Law § 139-I Certification**

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

If the bidder cannot make the foregoing 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.

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	

RETURN THIS PAGE AS PART OF THE BID