Request for Proposals 2020-26
For
Automated System for Victim Notification

ISSUE DATE: September 30, 2020
Proposal Due Date: November 12, 2020 by 3:00 p.m.
NOTICE TO BIDDERS

1. Read the entire Request for Proposal (RFP) document. Note the key issues such as event dates, mandatory requirements, and proposal packaging requirements. If you are not responding to the RFP, please complete the Bid Declination Form in Attachment C.

2. The successful bidder must meet all of the mandatory requirements.

3. The successful bidder must provide an automated system for victim notification as specified by DOCCS in this RFP. Only one contract will result from this RFP.

4. Bidders are permitted to communicate with the designated contacts only. Note the names and contact information for these contacts (RFP Section 1.5).

5. Any amendments, transcripts, clarifications, responses to questions, and updates to this RFP will be posted on the NYS Contract Reporter (www.nyscr.ny.gov) and the DOCCS’ Web site (https://doccs.ny.gov/procurement-opportunities).

6. Take full advantage of the Questions and Responses opportunity. All questions must be submitted in writing to the designated email address by the date and time specified in RFP Section 1.7, Schedule of Events.

7. Bidders’ proposals must address all amendments, clarifications, or updates pertaining to this solicitation document.

8. Review the RFP document and your proposal. Make sure all requirements are addressed and all submission copies are identical and complete.

9. Complete and submit with your proposals all required forms. All required forms are either included or links are provided for the latest revised documents available online.

10. Package proposals as instructed in RFP Section 6.

11. Submit proposals so that they are received by the designated due date and time (see Section 1.7). DOCCS will not consider proposal submissions that arrive after the time specified on the due date.
# TABLE OF CONTENTS

1 INTRODUCTION
   1.1 DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION (DOCCS) MISSION STATEMENT ................................. 5
   1.2 OFFICE OF VICTIM ASSISTANCE ......................................................................................................................... 5
   1.3 PURPOSE ............................................................................................................................................................... 5
   1.4 ISSUING AGENCY ..................................................................................................................................................... 6
   1.5 DESIGNATED CONTACTS ...................................................................................................................................... 6
   1.6 QUESTIONS AND INQUIRIES ............................................................................................................................... 6
   1.7 SCHEDULE OF EVENTS .......................................................................................................................................... 6
   1.8 GLOSSARY OF TERMS ........................................................................................................................................... 7

2 SCOPE OF SERVICES .................................................................................................................................................. 8
   2.1 MANDATORY REQUIREMENTS ............................................................................................................................. 8
   2.2 DESIRABLES ITEMS ............................................................................................................................................... 10

3 BIDDER INFORMATION .............................................................................................................................................. 13
   3.1 TERM OF AGREEMENT ......................................................................................................................................... 13
   3.2 COMPLETENESS OF PROPOSAL .......................................................................................................................... 13
   3.3 MODIFICATIONS OF BIDS ................................................................................................................................. 13
   3.4 WITHDRAWAL OF BIDS ......................................................................................................................................... 13
   3.5 INCURRING COSTS ................................................................................................................................................ 13
   3.6 BEST VALUE .......................................................................................................................................................... 13
   3.7 TERMS/DEFINITIONS .......................................................................................................................................... 13
   3.8 DISPUTE RESOLUTION ........................................................................................................................................... 14

4 CONTRACTUAL ISSUES .............................................................................................................................................. 15
   4.1 APPENDIX A / ORDER OF PRECEDENCE ............................................................................................................ 15
   4.2 ETHICS COMPLIANCE ........................................................................................................................................... 15
   4.3 PUBLIC OFFICER’S LAW ...................................................................................................................................... 15
   4.4 PROCUREMENT LOBBYING ACT ........................................................................................................................ 16
   4.5 NEW YORK STATE VENDOR FILE REGISTRATION .......................................................................................... 16
   4.6 VENDOR RESPONSIBILITY REQUIREMENTS .................................................................................................... 16
   4.7 FINANCIAL STABILITY ........................................................................................................................................ 18
   4.8 SALES AND COMPENSATING USE TAX CERTIFICATION REQUIREMENTS ....................................................... 18
   4.9 ENCOURAGING THE USE OF NYS BUSINESS .................................................................................................. 18
   4.10 M/WBE AND EEO REQUIREMENTS .................................................................................................................. 18
   4.11 USE OF SERVICE-DISABLED VETERAN-OWNED BUSINESS ENTERPRISES IN CONTRACT PERFORMANCE .................................................. 20
   4.12 DIVERSITY PRACTICES ..................................................................................................................................... 20
   4.13 PRICE ADJUSTMENT ........................................................................................................................................... 20
   4.14 COMPENSATION ................................................................................................................................................ 20
   4.15 INDEMNIFICATION ............................................................................................................................................. 21
   4.16 CONTRACTOR INSURANCE REQUIREMENTS .................................................................................................. 21
   4.17 NEW YORK STATE WORKERS’ COMPENSATION & DISABILITY BENEFITS INSURANCE REQUIREMENTS .................................................. 21
   4.18 FREEDOM OF INFORMATION LAW/TRADE SECRETS ...................................................................................... 27
   4.19 VENDOR ASSURANCE OF NO CONFLICT OF INTEREST OR DETRIMENTAL EFFECT ........................................ 27
   4.20 EXECUTIVE ORDER NUMBER 26 ......................................................................................................................... 28
   4.21 EXECUTIVE ORDER NUMBER 38 ....................................................................................................................... 28
4.22 EXECUTIVE ORDER 177 PROHIBITING CONTRACT WITH ENTITIES THAT SUPPORT DISCRIMINATION ................................................................. 28
4.23 SEXUAL HARASSMENT PREVENTION CERTIFICATION ......................................................... 28
4.24 BREACH OF SERVICES ................................................................. 29
4.25 GENERAL REQUIREMENTS ................................................................. 29
4.26 AGENCY TERMINATION ................................................................... 30
4.27 PROCUREMENT LOBBYING TERMINATION ......................................................... 30
4.28 CONTRACT TERMS ........................................................................... 31
4.29 NON-DISCLOSURE AGREEMENT ......................................................... 31
4.30 PROCUREMENT RECORD PROVISIONS .................................................. 31

5 ADMINISTRATIVE PROCEDURES ........................................................... 32
5.1 COMMUNICATION WITH DOCCS .......................................................... 32
5.2 DOCCS’S RESERVED RIGHTS ............................................................. 32

6 PROPOSAL SUBMISSION ................................................................... 34
6.1 CONTENT AND FORMAT ................................................................... 34
6.2 PROPOSAL SUBMISSION CONTENT (PASS/FAIL) ........................................... 34
6.3 TECHNICAL PROPOSAL .................................................................... 35
6.4 COST PROPOSAL ............................................................................. 35
6.5 INSTRUCTIONS FOR BID SUBMISSION .................................................. 35

7 PROPOSAL EVALUATION ................................................................. 36
7.1 MANDATORY REQUIREMENTS (PASS/FAIL) ................................................ 36
7.2 TECHNICAL PROPOSAL EVALUATION (90 %) ............................................ 36
7.3 COST PROPOSAL EVALUATION (10 %) ..................................................... 36
7.4 SCORING ..................................................................................... 36
7.5 DEBRIEFINGS ............................................................................... 36

Appendices

Appendix A Standard Clauses for New York State Contracts

Attachments

Attachment A – Diversity Practices Questionnaire/Technical Proposal Instructions
Attachment B – Cost Proposal Form
Attachment C – Legal and Required Forms
Attachment D – Non-Disclosure Agreement
Attachment E – Exhibits
1 Introduction

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

To ensure public safety by operating safe and secure facilities, preparing individuals for release, and then supervising them to be successful when they return home from prison.

1.2 Office of Victim Assistance

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

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

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

In addition, Jenna’s Law: https://doccs.ny.gov/jennas-law, provides all citizens an opportunity to call a toll-free number to receive information about incarcerated individuals released to parole supervision after January 1, 1999.

1.3 Purpose

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

- 24/7 access to review the custody status of incarcerated individuals;
- the registration of victims for telephone, email, and/or text notifications; and
- the provision of information and notification in English, Spanish, Chinese, Haitian/Creole, Russian, Bengali and Korean.

DOCCS has a set not-to-exceed funding amount of $175,000 per year based on the Crime Victims Fund established under the 1984 Victims of Crime Act (VOCA) to help victims and victim service providers with program funding. All proposed systems must be in compliance with the technical guidelines and standards for the operation of a statewide automated victim information and notification system as outlined by the Bureau of Justice Assistance (BJA), Office of Justice Programs. The guidelines and standards are available at: https://it.ojp.gov/documents/ijis_savin_guidelines_standards.pdf

---

1 Please see Attachment E, Exhibit 1.
1.4 Issuing Agency
The issuing agency of this RFP is the New York State Department of Corrections and Community Supervision (DOCCS). This RFP outlines the terms and conditions as well as all applicable information required for submitting a bid. Bidders must strictly adhere to the bid submission date and time to prevent disqualification.

1.5 Designated Contacts
All inquiries concerning this RFP must be addressed in writing to the DOCCS’ designated contact as follows:

**Designated Contact**
Name: Andria Pilieri-White  
Email: doccscontracts@doccs.ny.gov  
Phone: (518) 436-7886 extension 3135

**Alternate Contact**
Name: Dawn Curley  
Email: doccscontracts@doccs.ny.gov  
Phone: (518) 436-7886 extension 3135

Contacting persons other than the designated contacts may result in rejection of bid. See Procurement Lobbying Section 4.3.

1.6 Questions and Inquiries
All questions and inquiries must be submitted by email to the designated contact(s). Please use RFP # 2020-26 in the subject line, and specify the location (particular Section and paragraph) in this RFP to which the question applies. Bidders are responsible for ensuring delivery of questions by the due date specified in the Schedule of Events.

All bidders must develop technical and cost proposals that reflect the terms of the contract provisions described in this RFP. All clarifications and exceptions including those relating to the terms and conditions of the proposed contract are to be resolved prior to the submission of a proposal. Answers to all questions of a substantive nature will be given to all bidders in the form of a formal addendum and posted in the New York State Contract Reporter at [http://www.nyscr.ny.gov/](http://www.nyscr.ny.gov/) and DOCCS website [https://doccs.ny.gov/procurement-opportunities](https://doccs.ny.gov/procurement-opportunities) on or about the date listed in the Schedule of Events. This addendum will become a part of the procurement record for the resulting contract.

Any amendments, clarifications, responses to questions, and updates to this RFP will be posted on the NYS Contract Reporter and DOCCS’ websites. It is each bidder’s responsibility to visit the above websites to determine if any addenda are issued regarding this solicitation prior to submitting a bid.

1.7 Schedule of Events

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Release of RFP</td>
<td>September 30, 2020</td>
</tr>
<tr>
<td>Written Bidders’ Questions Due</td>
<td>October 14, 2020 @ 3:00 pm</td>
</tr>
<tr>
<td>Official Response to Bidders’ Questions</td>
<td>On or about October 22, 2020</td>
</tr>
<tr>
<td>Proposals Due to DOCCS</td>
<td>November 12, 2020 @ 3:00 pm</td>
</tr>
<tr>
<td>Notice of Tentative Awardee</td>
<td>On or about December 3, 2020</td>
</tr>
<tr>
<td>Anticipated Contract Start Date</td>
<td></td>
</tr>
<tr>
<td>• New Contractor Awarded Contract</td>
<td></td>
</tr>
<tr>
<td>Anticipated Contract Start Date</td>
<td></td>
</tr>
<tr>
<td>• Incumbent Awarded Contract</td>
<td></td>
</tr>
<tr>
<td>Anticipated Contract Start Date</td>
<td></td>
</tr>
<tr>
<td>• New Contractor Awarded Contract</td>
<td></td>
</tr>
<tr>
<td>Anticipated Contract Start Date</td>
<td></td>
</tr>
<tr>
<td>• Incumbent Awarded Contract</td>
<td></td>
</tr>
</tbody>
</table>

RFP 2020-26 Automated System for Victim Notification
NOTE: This is a tentative timetable, which may ONLY be modified via addendum to address the State’s needs.

1.8 Glossary of Terms

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bidder or Offeror or Proposer</td>
<td>Any individual or entity submitting a proposal for this RFP</td>
</tr>
<tr>
<td>Commissioner</td>
<td>Commissioner of the Department of Corrections and Community Supervision or duly authorized representative</td>
</tr>
<tr>
<td>Contractor</td>
<td>The successful bidder awarded a contract as a result of this RFP</td>
</tr>
<tr>
<td>DIN</td>
<td>Department Identification Number that contains a two-digit year, letter, and four additional digits (e.g. 99A999)</td>
</tr>
<tr>
<td>DOCCS</td>
<td>Department of Corrections and Community Supervision</td>
</tr>
<tr>
<td>EDT</td>
<td>Eastern Daylight Time</td>
</tr>
<tr>
<td>Facility</td>
<td>Correctional Facility</td>
</tr>
<tr>
<td>Incarcerated individual/ Inmate</td>
<td>Convicted felon that is incarcerated</td>
</tr>
<tr>
<td>NYSID</td>
<td>New York State Identification that contains eight numbers and concludes with a letter (e.g.99999999M)</td>
</tr>
<tr>
<td>Outcount</td>
<td>Incarcerated individual has been placed on a temporary leave of absence/out of custody status and is anticipated to return to DOCCS custody</td>
</tr>
<tr>
<td>Out to Court</td>
<td>Incarcerated individual has been transported by law enforcement or DOCCS’ staff to an alternate secure location for the purpose of appearing in court per a judicial order.</td>
</tr>
<tr>
<td>Parole Supervision</td>
<td>An established needs/risk approach to treatment and community supervision to ensure a continuity of services after release.</td>
</tr>
<tr>
<td>Request for Proposals (RFP)</td>
<td>This solicitation document.</td>
</tr>
<tr>
<td>SFTP</td>
<td>Secure File Transfer Protocol, is a separate protocol that provides file access, file transfer, and file management functionalities over any reliable data stream that works in a manner similar to SSH over a secure connection.</td>
</tr>
<tr>
<td>SSH</td>
<td>An encrypted network protocol for initiating text-based shell sessions on remote machines in a secure way.</td>
</tr>
<tr>
<td>Swag</td>
<td>Marketing items/giveaways to promote the availability of DOCCS’ Victim Notification Services</td>
</tr>
<tr>
<td>Vendor</td>
<td>Any individual or entity doing business with New York State.</td>
</tr>
<tr>
<td>Work Release</td>
<td>A program under which certain incarcerated individuals are permitted employment outside the correctional facility while serving their sentences, prior to their full release.</td>
</tr>
</tbody>
</table>

END OF SECTION 1 – INTRODUCTION
2 Scope of Services

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

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

2.1 Mandatory Requirements

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

Vendor Requirements

1. Supply an automated victim information and notification system that is available 24-hours a day, 7 days a week in English, Spanish, Chinese, Haitian/Creole, Russian, Bengali and Korean. The notifications will utilize registrants’ phone numbers, email addresses and/or text numbers. Notifications will be made in English, Spanish, Chinese, Haitian/Creole, Russian, Bengali, or Korean based on registrant’s choice at time of registration.


Registration

3. Provide a dedicated toll-free number, a separate, secure website for registrants’ use to register for notifications and to look up incarcerated individuals’ locations and earliest release date information. The toll-free number and website will be available in English, Spanish, Chinese Haitian/Creole, Russian, Bengali, and Korean.

4. A four-digit PIN code will be selected by registrant at time of registration for telephone notification. A four-digit PIN code will not be necessary for registrants who select email and/or text notification.

5. Registrations will be anonymous. Specifically, registrants will not need to provide their names, addresses or types of crimes associated with the registration requests.
Notification of Events

6. Provide notification of events that will include release, escape, death, transfer to furlough or work release and/or transfer to other state agency, as well as return to DOCCS’ custody.

7. Once triggered, notification calls will be placed for 24 hours EXCEPT for the hours of 10 p.m. to 7 a.m. Notifications triggered by off-cycle emergency data feed will be placed for 24 hours including the hours of 10 p.m. to 7 a.m.

8. Notification will occur to registrant’s phone number, e-mail address and/or text number. Notification will be made in English, Spanish, Chinese, Haitian/Creole, Russian, Bengali or Korean based on registrant’s preference indicated at the time of registration.

9. Registrant’s self-selected four-digit PIN number must be entered at the conclusion of the telephone notification details to confirm notification has occurred.

Technical

10. Utilize a data file according to DOCCS’ specifications. Data will be sent by DOCCS via SFTP three (3) times daily on a prescribed schedule. Notifications will be made following receipt of each SFTP file transfer and when DOCCS utilizes an emergency data feed to provide off-cycle data concerning incarcerated individual status (i.e. escape and return from escape). Data received will be incorporated and notifications will be triggered per BJA standards.

11. A fourth data file will be sent by DOCCS, on a daily basis at a prescribed time, via SFTP which will update data, but not trigger notifications. Updated data will be available for display on the Website.

12. Automated reconciliation of data will occur on a monthly basis per a schedule prescribed by DOCCS. Data is to be sent to DOCCS in a format prescribed by DOCCS for DOCCS to reconcile data and return to vendor for corrections if necessary.

13. Receive a file of registrations from current vendor to initialize data files for future notifications. Data file acquisition will occur thirty (30) days prior to vendor transition.

14. Data file design will be per DOCCS’ specifications (see Attachment E, Exhibit 2).

15. Provide monthly reports based on new registrations per VOCA crime categories. Examples include but are not limited to: homicide, robbery, rape.

16. Vendor is required to produce an electronic file of registrations to initialize data file to assist in transition at end of contract if necessary.

Administration

17. DOCCS and the vendor will designate a single point of contact to be the primary resource for issues and concerns. The contacts must be available to discuss problems, possible solutions, implementation of solutions, system utilization, etc.
18. DOCCS will have 24/7 access to a private portal for usage reports, stopping current calls, deleting phone numbers and updating registrants’ four-digit PIN numbers.

19. Contractor will supply an emergency data feed which will be available to DOCCS to provide 24/7 off-cycle data concerning incarcerated individual(s) status (e.g. escapes and return from escape).

20. Call Center must be located in the continental USA.

21. Undeliverable notifications by telephone, email and text must be tracked and recorded in monthly report.

22. All scripts for notifications must be approved by DOCCS and will be available in English, Spanish, Chinese, Haitian/Creeole, Russian, Bengali and Korean.

Miscellaneous

23. An annual allowance of $5,000 is included in the contract amount to purchase “swag” items selected and designed by DOCCS to publicize the availability of services.

24. All announcements for availability of the service require pre-approval by DOCCS.

2.2 Desirables Items

Bidders are to provide detailed responses to the Desirable items included in Attachment A, Technical Proposal Instructions, referencing the items in the Desirables column. All responses will be evaluated. As presented in Attachment A, the Desirables items directly correspond with the item in the Mandatory column. Reference each lettered desirable clearly in the Technical Proposal.

Vendor

For item #1, in the Mandatory column:

A. Provide a description of comparable experience with notification services that were driven by notification recipients registering to receive alerts for a specified set of circumstances. DOCCS prefers that bidders have a minimum of two (2) years experience in the provision of an automated system for notification with similar structure as the one being solicited by DOCCS by means of this RFP (e.g. school closing notifications, severe weather alerts, sex offender relocation notices, etc.). As part of the bidder’s technical proposal, include the names of the customers and/or facilities, phone numbers, addresses, describe the scope of services for each, , the size of the population served for each, and the duration of the similar experience(s) for each. Emphasize skills and experience that would be useful to fulfill the requirements that DOCCS has established for notifying victims when critical information is available. Please be aware that DOCCS may contact the customers and/or facilities to confirm experience.

For item #2 in the Mandatory column:

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

C. Describe in detail, in accordance with BJA guidelines the curricula and delivery method(s) utilized to train new administrative users on the system features. Additionally, explain how the design is to create a user-friendly experience for registrants.

Registration

For item #3 in the Mandatory column:
A. Give details as to how the dedicated website proposed may be created utilizing a responsive web design.

B. Detail how the dedicated website is to contain information outlining specific events and awareness campaigns taking place on a monthly basis. For example, Stalking Awareness Month and Domestic Violence Awareness Month. The information will be provided to the vendor by the DOCCS OVA contact.

C. Describe in detail how the bidder plans to construct a feature in the design that could allow the user to trigger notification to OVA to request assistance in submitting a Crime Victims Compensation Application.

D. Describe how the dedicated website is to have the capability to provide a direct link to the NYS DOCCS website for the purpose of registering for Parole Board and release notification (language to be approved by DOCCS).

Notification of Events

For item #9 in the Mandatory column:
A. Bidder may program their system so that the registrant may enter a PIN number to authorize release of notification call details upon receipt of call to the registered phone number. No script details are to be triggered until after the PIN number has been entered by the recipient.

B. Describe the bidder’s ability to provide a program that requires the PIN number to be re-entered to confirm receipt of the telephone call at end of the script.

C. The bidder proposes a program allowing a prescribed code less than four digits long (e.g. *99) that can be entered by the recipient to stop the current notification call and permanently remove the recipients phone number from the system at the time that the notification call is received. The bidder should provide a proposed script for the instructions that recipients can use for this option.

Technical

For item #10 in the Mandatory column:
A. Describe the emergency data feed to provide off cycle data

B. Describe how the system you propose will exceeds the BJA standards.

For item #20 in the Mandatory column:
A. Advise of bidder’s ability to provide live operator support for registrants that is available on a 24-hours / 7-days a week basis. Live Operator assistance is preferred to aid system users in registering for notification and for referring registrants to the DOCCS OVA for additional concerns and information. Call center must be located in the continental United
States (see section 2.1 #20). Additional information needed by registrants will be provided by DOCCS OVA.

B. Advise, if applicable how live operators will have the ability to utilize consecutive live language interpretation services (e.g. Language Line or Language Service Associates). Bidder must specify the name of the interpretation service. Final decision for the selected language interpretation services is subject to DOCCS’ approval.

C. Describe the proposed monthly report of the number of times a live operator assists a caller with registering for notifications.

D. Describe the proposed monthly report of the duration of calls each time a live operator is reached.

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

Administration

For item #21 in the Mandatory column:

A. Detail the proposed additional monthly report data to include the numbers of:

- confirmed notification calls;
- unconfirmed notification calls;
- times recipient entered less than four-digit code to permanently remove their phone number from the service;
- new text messages delivered;
- new email messages delivered;
- new email messages undelivered;
- registrations in each language offered;
- registrations using toll-free phone number;
- registrations using website;
- notification by release type (e.g. release to parole, conditional release to parole, transfer to another state agency, death, release upon maximum expiration date of the sentence, release by court order, transfer to work release program, escape etc.);
- total new registrations each month;
- new registrations by crime type each month (DOCCS to provide the crime classification chart to the tentative awardee and will be based on VOCA reporting requirements).

END OF SECTION 2 – SCOPE OF SERVICES
3 Bidder Information

3.1 Term of Agreement
This contract term is expected to be for a period of five (5) years and four (4) months if awarded to a new contractor to allow for three (3) months of buildout and one (1) month of testing and transition from the previous contractor to the new contractor, and five (5) years if awarded to the incumbent contractor both commencing on the date shown on the Schedule of Events in Section 1.7, subject to the availability of funds and approvals from the New York State Attorney General (AG) and Office of the State Comptroller (OSC).

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

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

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

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

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

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

3.6 Best Value
The contract resulting from this RFP will be awarded to the qualified bidder whose proposal is determined to provide the best value to the State as defined in NYS Finance Law § 163(4)(d) available in the Procurement Guidelines using the following link: https://ogs.ny.gov/system/files/documents/2018/08/psnys-procurement-guidelines.pdf.

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

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

The name of this agency, NYS Department of Corrections and Community Supervision, is used interchangeably herein with Department and DOCCS.
3.8 Dispute Resolution
It is the policy of the Department of Corrections and Community Supervision (DOCCS) to provide vendors with an opportunity to administratively resolve disputes, complaints or inquiries related to bid solicitations or contract awards. DOCCS and the Office of the State Comptroller encourage vendors to seek resolution of disputes through consultation with DOCCS’ Division of Support Operations / Contract Procurement Unit staff. All such matters will be given impartial and timely consideration. Interested parties may also file formal written disputes.

END OF SECTION 3 – BIDDER INFORMATION
4 Contractual Issues

4.1 Appendix A / Order of Precedence
Appendix A - Standard Clauses for New York State Contracts, dated October 2019, attached hereto, is hereby expressly made a part of this solicitation document as fully as if set forth at length herein. The agreement resulting from a successful award will include the following documents. Conflicts between these documents will be resolved in the following descending order of precedence:

- Appendix A
- The Contract resulting from this RFP
- DOCCS Request for Proposal Number 2020-26 (this Document) including any addenda
- Selected Contractor’s Proposal/Bid

4.2 Ethics Compliance
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. 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.

4.3 Public Officer’s 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.
4.4 Procurement Lobbying Act

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

https://ogs.ny.gov/acpl/

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

4.5 New York State Vendor File Registration

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

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

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

Form to be completed: https://www.osc.state.ny.us/sites/default/files/vendors/2017-11/vendor-form-ac3237s-fe.pdf

4.6 Vendor Responsibility Requirements

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

DOCCS recommends each Bidder file the required Questionnaire online via the New York State VendRep System. To enroll in and use the VendRep System, please refer to the VendRep System Instructions and User Support for Vendors available at the Office of the State Comptroller’s (OSC) website, https://www.osc.state.ny.us/state-vendors/vendrep/vendrep-system?redirect=legacy or to enroll, go directly to: https://www.osc.state.ny.us/state-vendors/vendrep/enroll-vendrep-system.

OSC provides direct support for the VendRep System through user assistance, documents, online help, and a help desk. The OSC Help Desk contact information is located at: https://www.osc.state.ny.us/online-services/get-help-businesses-and-governments

Bidders opting to complete the paper questionnaire can access this form and associated definitions via the OSC website at: https://www.osc.state.ny.us/state-vendors/vendrep/vendor-responsibility-forms

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

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

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

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

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

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

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

### 4.8 Sales and Compensating Use Tax Certification Requirements

New York State Tax Law § 5-a, as amended on April 26, 2006, requires certain contractors who are awarded state contracts for commodities, services and technology valued at more than $100,000 (over the full term of the contract) to certify to the Department of Taxation and Finance (DTF) that 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 are in excess of $300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made, and with respect to any affiliates and subcontractors whose sales delivered into NYS exceeded $300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made.

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

The successful Bidder must file a properly completed Form ST-220-CA with the DOCCS and Form ST-220-TD with the DTF. These requirements must be met before a contract may take effect. Further information can be found at New York State DTF website, available through this link: [https://www.tax.ny.gov/pdf/publications/sales/pub223.pdf](https://www.tax.ny.gov/pdf/publications/sales/pub223.pdf)

Forms are available through these links:


### 4.9 Encouraging the Use of NYS Business

In an ongoing effort to use New York State (NYS) businesses, DOCCS encourages bidders to partner with NYS subcontractors and/or suppliers. For this solicitation, bidders should identify the NYS businesses that they plan to use if awarded the contract resulting from this solicitation by completing the form entitled **Encouraging Use of New York State Businesses in Contract Performance**. If known, please identify the businesses and attach the requested information (see Attachment C). 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.

### 4.10 M/WBE and EEO Requirements

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 IFB, the bidder agrees that DOCCS may withhold payment pursuant to any Contract awarded as a result of this IFB pending receipt of the required MWBE documentation. The directory of MWBEs can be viewed at: [https://ny.newnycor@gmail.com](https://ny.newnycor@gmail.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.

**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, age, sex, 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 subcontractors 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.

4.11 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 (“SDVOB”), thereby further integrating such businesses into New York State’s economy. Department of Corrections and Community Supervision (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 are 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.

4.12 Diversity Practices

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

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

4.13 Price Adjustment

Price shall remain firm for the five-year contract term. The State shall not be barred from making the appropriate adjustments in the case of a decrease in the funding provided (Section 1.3).

4.14 Compensation

The selected Contractor will bill DOCCS twice each year during the term of the resulting contract. No additional funds are available for start-up costs and the first bill/invoice will be for the period beginning July 1, 2021, through December 31, 2021, and the second bill/invoice will be for the period beginning January 1, 2022, through June 30, 2022. The billing for subsequent years will be for July through December and January through June.

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

4.15 Indemnification

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

4.16 Contractor Insurance Requirements

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

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

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.

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 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 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.** 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 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.

1. **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 Contractor’s insurance.

2. 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.

3. 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. Contractors shall be solely responsible for all claim expenses and loss payments within the deductibles or self-insured retentions. If the 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.

4. 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.

5. Waiver of Subrogation. For all liability policies and the workers’ compensation insurance required below, the 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.

6. 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.
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.

7. 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 one million dollars ($1,000,000.00) 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.

8. 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.

9. 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.

10. 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**

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:

<table>
<thead>
<tr>
<th>Insurance Type</th>
<th>Proof of Coverage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial General Liability</td>
<td>Not less than $1,000,000 each occurrence</td>
</tr>
<tr>
<td>General Aggregate</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Products – Completed Operations Aggregate</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Personal and Advertising Injury</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Medical Expenses Limit</td>
<td>$5,000</td>
</tr>
<tr>
<td>Business Automobile Liability Insurance</td>
<td>Not less than $1,000,000 each occurrence</td>
</tr>
<tr>
<td>Workers’ Compensation</td>
<td></td>
</tr>
<tr>
<td>Disability Benefits</td>
<td></td>
</tr>
</tbody>
</table>

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 1 year; and commencing upon acceptance of the work, as required by the Contract.

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.

4.17 New York State Workers’ Compensation & Disability Benefits Insurance 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 the Department of Corrections and Community Supervision. Proof of workers’ compensation and disability benefits coverage, or proof of exemption must be submitted to the Department of Corrections and Community Supervision 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/the Contract shall be considered a breach of the terms of any Contract resulting from this Solicitation/the Contract and shall allow the People of the State of New York, the Department of Corrections and Community Supervision, any entity authorized by law or regulation to use any Contract resulting from this Solicitation/the Contract and their officers, agents, and employees to avail themselves of all remedies available under any Contract resulting from this Solicitation/the Contract, 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 the Department of Corrections and Community Supervision 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 the Department of Corrections and Community Supervision 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


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 the Department of Corrections and Community Supervision 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.


4.18 Freedom of Information Law/Trade Secrets

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

4.19 Vendor Assurance of No Conflict of Interest or Detrimental Effect

All bidders responding to this solicitation should submit Vendor Assurance of No Conflict of Interest or Detrimental Effect (Attachment C) to attest that their performance of the services outlined in this RFP does not create a conflict of interest and that the bidder will not act in any manner that is detrimental to any other State project on which they are rendering services.
4.20 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: https://www.governor.ny.gov/news/no-26-statewide-language-access-policy. Translation/interpretation services are subject to changes based on Executive Order 26 or DOCCS needs, the selected Contractor must agree to comply with any requests by DOCCS to provide documents or other assistance.

4.21 Executive Order Number 38

Limits on State-Funded Administrative Costs & Executive Compensation: Bidders should review Executive Order 38 and the rules and regulations prior to submitting proposals https://www.governor.ny.gov/news/no-38-limits-state-funded-administrative-costs-executive-compensation. More specifically, Bidders should review the restrictions on allowable administrative expenses, the limits on executive compensation, and the reporting requirements. It is the obligation of the selected Contractor, not the State, to determine if Executive Order 38 is applicable. In addition, the selected Contractor must include a provision in any agreement with a subcontractor or agent stating that if said subcontractor or agent is receiving State funds or State-authorized payments from the Contractor to provide program or administrative services under the Contract resulting from this RFP, the subcontractor must also comply with Executive Order 38.

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

4.22 Executive Order 177 Prohibiting Contract with Entities that Support Discrimination

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. In accordance with Executive Order No. 177, the Offeror certifies that they do not have institutional policies or practices that fail to address those protected status under the Human Rights Law (See Attachment C).

4.23 Sexual Harassment Prevention Certification

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

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

4.24 Breach of Services

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

4.25 General Requirements

The Bidder agrees:

1. to adhere to all State and Federal laws and regulations in connection with the contract;

2. at a minimum, to notify DOCCS of any changes in the legal status or principal ownership of the firm, no less than forty five (45) days in advance of said change;

3. that in any contract resulting from this RFP, it shall be completely responsible for its work, including any damages or breakdowns caused by its failure to take appropriate action;

4. that any contract resulting from this RFP may not be assigned, transferred, conveyed or the work subcontracted without the prior written consent of the Commissioner of DOCCS or his/her designee;

5. that for reasons of safety and public policy, in any contract resulting from this RFP, the use of illegal drugs and/or alcoholic beverages by the Contractor or its personnel shall not be permitted while performing any phase of the work herein specified;

6. that the Commissioner’s interpretation of specifications shall be final and binding upon the Contractor;

7. that the Commissioner of DOCCS will make no allowance or concession to the bidder for any alleged misunderstanding because of quantity, quality, character, location or other conditions;

8. that should it appear that there is a real or apparent discrepancy between different Sections of specifications concerning the nature, quality or extent of work to be furnished, it shall be assumed that the bidder has based its bid on the more expensive option. Final decision will rest with the Commissioner of DOCCS;

9. that it is the Contractor's responsibility to maintain the equipment and materials provided for the work consistent with applicable safety and health codes.
10. **Inspection** – For purposes of any contract resulting from this RFP, the quality of service is subject to inspection and may be made at any reasonable time by the State of New York. Should it be found that quality of services being performed is not satisfactory and that the requirements of the specifications are not being met, the Commissioner of DOCCS may terminate the contract and employ another contractor to fulfill the requirements of the contract. The existing Contractor shall be liable to the State of New York for costs incurred on account thereof.

11. **Stop Work Order** - The Commissioner of DOCCS reserves the right to stop the work covered by this RFP and any contract(s) resulting therefrom at any time that it is deemed the successful Bidder is unable or incapable of performing the work to the state's satisfaction. In the event of such stopping, DOCCS shall have the right to arrange for the completion of the work in such manner as it may deem advisable and if the cost thereof exceeds the amount of the bid, the successful Bidder shall be liable to the State of New York for any such costs on account thereof. In the event that DOCCS issues a stop work order for the work as provided herein, the Contractor shall have ten (10) working days to respond thereto before any such stop work order shall become effective.

### 4.26 Agency Termination

DOCCS reserves the right to cancel the complete contract or any part thereof, at any time, giving the Contractor sixty (60) days written notice for convenience or unavailability of funds. If in the judgment of DOCCS, the Contractor fails or refuses to perform the work in accordance with the contract, DOCCS may terminate the contract immediately by written notice for cause.

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

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

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

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

### 4.27 Procurement Lobbying Termination

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

1. All provisions and requirements of Appendix A, *Standard Clauses for New York State Contracts*, which is attached hereto and forms a part hereof, will be incorporated into any contract resulting from this RFP, and will be binding upon the parties to such contract.

2. All provisions and requirements that are attached hereto and form a part hereof, will be incorporated into any contract resulting from this RFP, and will be binding upon the parties to such contract.

3. It is stipulated and agreed by the parties that the law of the State of New York shall solely and in all respects govern with relation to any dispute, litigation, or interpretation arising out of or connected with any contract resulting from this RFP.

4. Any contract resulting from this RFP shall not be deemed executed, valid or binding unless and until approved in writing by the Attorney General and the Comptroller of the State of New York.

4.29 Non-Disclosure Agreement

Upon contract award, the vendor will be required to sign a Non-Disclosure Agreement. See Attachment D.

4.30 Procurement Record Provisions

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

END OF SECTION 4 – CONTRACTUAL ISSUES
5 Administrative Procedures

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

5.2 DOCCS’s Reserved Rights
The State of New York DOCCS reserves the rights for the following:

1. Reject any or all proposals received in response to this Solicitation;
2. Withdraw the RFP at any time, at the agency’s sole discretion;
3. Make an award under the RFP in whole or in part;
4. Disqualify any bidder whose conduct and/or proposal fails to conform to the requirements of the RFP;
5. Require clarification at any time during the procurement process and/or require correction of arithmetic or apparent errors for the purpose of assuring a full and complete understanding of an offerer’s proposal and/or to determine an offerer’s compliance with the requirements of the solicitation.

6. Use proposal information obtained through management interviews and the State’s investigation of a bidder’s qualifications, experience, ability or financial standing, and any material or information submitted by the bidder in response to the agency’s request for clarifying information in the course of evaluation and/or selection under the RFP.
7. Prior to the bid opening, amend the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available.
8. Prior to bid opening, direct bidders to submit proposal modifications addressing subsequent RFP amendments.
9. Utilize any and all ideas submitted in the proposals received;
10. Negotiate with the successful bidder within the scope of the RFP in the best interests of the state;
11. Conduct contract negotiations with the next responsible bidder, should DOCCS be unsuccessful in negotiating a contract with the selected bidder;
12. Waive any requirements that are not material;
13. Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective bidders;
14. Not make an award under this solicitation.
15. Every offer shall be firm and not revocable for a period of ninety days from the bid opening, to the extent not inconsistent with section 2-205 of the uniform commercial code. Subsequent to such ninety days, any offer is subject to withdrawal communicated in a writing signed by the offerer and;

16. Make an award under this solicitation in whole or in part.

17. If two or more offers are found to be substantially equivalent, the Commissioner of DOCCS, at his sole discretion, will determine award.

END OF SECTION 5– ADMINISTRATIVE PROCEDURES
6 Proposal Submission

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

- Submit two (2) originals and one (1) exact electronic copy for a total of three (3) copies of the complete technical proposal.
- Submit two (2) original signed Cost Proposal Forms and one (1) exact electronic copy. Cost proposals must be submitted in a separate sealed envelope.
- All proposals must be in the possession of DOCCS by 3:00 PM EDT on the date indicated in Section 1.7. It is the sole responsibility of the bidder to ensure the proposal is received by the bid closing date and time. Late proposals may be rejected at the sole discretion of DOCCS.
- It shall be the responsibility of each bidder to see that its material is appropriately contained in some physical form that best guards against the loss of property in transit or in handling by DOCCS once received.
- Submit the proposal in a format that allows for updated pages to be easily incorporated into the original.
- Place the official name of the firm submitting the proposal so that it appears on the outside front cover of each binder and/or envelope with the name of the designated contact person(s) as provided in Section 1.5 of the RFP. Every copy of the proposal must have each major section separated with index tabs to identify the major sections of the proposal as they are named in the table of contents.
- Include all required substantiating documentation and responses as specified in the RFP. The substantiating documentation and responses shall cross reference the associated paragraph number of the RFP. It is not necessary to repeat each paragraph text as it appears in the RFP, it is only necessary to ensure that the Proposal Response Form is properly completed and the responses and required documentation are cross referenced to the appropriate RFP paragraph number.
- In all cases where supporting documentation is required within the RFP, links to external websites for such documentation is not acceptable and may subject the bidder to disqualification. If the required documentation does not lend itself to being bound in the format specified, uniquely identify the documentation and reference it accordingly.
- This Request for Proposals is comprised of the RFP title page and Notice to Bidders Page, the table of contents, and the pages numbered sequentially in the footer ending with page number 36 and all of the Appendices and Attachments. If it is determined that a page(s) is missing or otherwise defective, the bidder must contact DOCCS immediately so that a corrected copy can be issued to the bidder. It is the bidders’ responsibility to ensure that all pages have been included in the RFP received.
- Cost proposals will not be evaluated until the technical evaluation has been completed. In the event a bidder is disqualified during the technical evaluation phase, that bidder's cost proposals will not be considered.

6.2 Proposal Submission Content (Pass/Fail)
Entire Proposal:
1. Completed and signed Application Cover Sheet and Individual, Corporation, Partnership, or LLC Acknowledgment (Attachment C).
2. Completed and signed Bidders’ Checklist and Required Documents (Attachment C).
3. A brief cover letter approximately one page in length on company letterhead, which includes the contact information for an official that is authorized by the company to respond to solicitations.

4. Technical Proposal Response: two (2) original, one (1) exact electronic copy.

5. Cost Proposals: two (2) original signed cost proposals and one (1) exact electronic copy submitted in a separate sealed and labeled envelope.

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

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

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

6.4 Cost Proposal
Include the completed and signed Attachment B, Cost Proposal form. Cost proposals shall be considered all inclusive, including but not limited to, equipment, wiring, hardware, software, travel, overhead, profit, and administrative expenses. DOCCS will not consider proposed costs exceeding the not-to-exceed amount as stated in section 1.3.

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

NYS Department of Corrections & Community Supervision
Division of Support Operations / Contract Procurement Unit
Proposal Submission for RFP # 2020-26
Attention: Andria Pilieri-White
550 Broadway
Menands, NY 12204

DOCCS will not consider emailed or faxed bid submissions.

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

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

END OF SECTION 6– PROPOSAL SUBMISSION
7 Proposal Evaluation

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

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

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

7.1 Mandatory Requirements (Pass/Fail)
The proposals will be reviewed to determine that the bidder has met all mandatory requirements. Bidders must confirm that all mandatory requirements will be met. Failure to meet any mandatory requirement may disqualify the bidder from further consideration.

7.2 Technical Proposal Evaluation (90 %)
DOCCS Technical Evaluation Team, a committee of Department staff, will evaluate and rate the bidders’ proposals using a predetermined scoring tool and award points for responses to the itemized list of Desirables in Section 2.2 and Attachment A – Technical Proposal Instructions.

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

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

7.3 Cost Proposal Evaluation (10 %)
DOCCS will separately evaluate all cost proposals. The bidder with the lowest aggregate amount for annual fees will receive the full point value (%); higher bids will receive a proportional point value determined by the ratio between the highest and lowest bids. The “cost formula” for higher bids is as follows: (lowest bid ÷ bid being evaluated x maximum points for cost).

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

7.5 Debriefings
Pursuant to Section 163(9)(c) of the State Finance Law, any unsuccessful Proposer may request a debriefing regarding the reasons that the Bid submitted by the Proposer was not selected for award. Requests for a debriefing must be made within 15 calendar days of notification by DOCCS that the Bid submitted by the Proposer was not selected for award. Requests should be submitted in writing to a designated contact identified in the Solicitation.

END OF SECTION 7 – PROPOSAL EVALUATION
APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT FOR FUTURE REFERENCE.
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th></th>
<th>Clause</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Executory Clause</td>
<td>3</td>
</tr>
<tr>
<td>2</td>
<td>Non-Assignment Clause</td>
<td>3</td>
</tr>
<tr>
<td>3</td>
<td>Comptroller’s Approval</td>
<td>3</td>
</tr>
<tr>
<td>4</td>
<td>Workers’ Compensation Benefits</td>
<td>3</td>
</tr>
<tr>
<td>5</td>
<td>Non-Discrimination Requirements</td>
<td>3</td>
</tr>
<tr>
<td>6</td>
<td>Wage and Hours Provisions</td>
<td>3-4</td>
</tr>
<tr>
<td>7</td>
<td>Non-Collusive Bidding Certification</td>
<td>4</td>
</tr>
<tr>
<td>8</td>
<td>International Boycott Prohibition</td>
<td>4</td>
</tr>
<tr>
<td>9</td>
<td>Set-Off Rights</td>
<td>4</td>
</tr>
<tr>
<td>10</td>
<td>Records</td>
<td>4</td>
</tr>
<tr>
<td>11</td>
<td>Identifying Information and Privacy Notification</td>
<td>4</td>
</tr>
<tr>
<td>12</td>
<td>Equal Employment Opportunities For Minorities and Women</td>
<td>4-5</td>
</tr>
<tr>
<td>13</td>
<td>Conflicting Terms</td>
<td>5</td>
</tr>
<tr>
<td>14</td>
<td>Governing Law</td>
<td>5</td>
</tr>
<tr>
<td>15</td>
<td>Late Payment</td>
<td>5</td>
</tr>
<tr>
<td>16</td>
<td>No Arbitration</td>
<td>5</td>
</tr>
<tr>
<td>17</td>
<td>Service of Process</td>
<td>5</td>
</tr>
<tr>
<td>18</td>
<td>Prohibition on Purchase of Tropical Hardwoods</td>
<td>5-6</td>
</tr>
<tr>
<td>19</td>
<td>MacBride Fair Employment Principles</td>
<td>6</td>
</tr>
<tr>
<td>20</td>
<td>Omnibus Procurement Act of 1992</td>
<td>6</td>
</tr>
<tr>
<td>21</td>
<td>Reciprocity and Sanctions Provisions</td>
<td>6</td>
</tr>
<tr>
<td>22</td>
<td>Compliance with Breach Notification and Data Security Laws</td>
<td>6</td>
</tr>
<tr>
<td>23</td>
<td>Compliance with Consultant Disclosure Law</td>
<td>6</td>
</tr>
<tr>
<td>24</td>
<td>Procurement Lobbying</td>
<td>7</td>
</tr>
<tr>
<td>25</td>
<td>Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates and Subcontractors</td>
<td>7</td>
</tr>
<tr>
<td>26</td>
<td>Iran Divestment Act</td>
<td>7</td>
</tr>
<tr>
<td>27</td>
<td>Admissibility of Contract</td>
<td>7</td>
</tr>
</tbody>
</table>
STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

3. COMPTROLLER’S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds $50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $25,000, 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 § 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, nor subject any individual to harassment, because of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. 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-
off 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 (2 NYCRR § 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 Part 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 clause. 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. MACBRIEDE 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 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)–(p)) 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, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa and State Technology Law § 208) and commencing March 21, 2020 shall also comply with General Business Law § 899-bb.

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 §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 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 § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the “Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012” (“Prohibited Entities List”) posted at: https://ogs.ny.gov/list-entities-determined-be-non-responsive-biddersofferers-pursuant-nys-iran-divestment-act-2012

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.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.
Attachment A

Diversity Practices Questionnaire

Technical Proposal Instructions
NEW YORK STATE DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION

Diversity Practices Questionnaire

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

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

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

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

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

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

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

---

1 Do not include onsite project overhead.
2 Technical training is the process of teaching employees how to more accurately and thoroughly perform the technical components of their jobs. Training can include technology applications, products, sales and service tactics, and more. Technical skills are job-specific as opposed to soft skills, which are transferable.
5. Is your company participating in a government approved minority and women-owned business enterprise mentor-protégé program?

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

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

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

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

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

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

If Yes, complete the attached Utilization Plan.

All information provided in connection with the questionnaire is subject to audit and any fraudulent statements are subject to criminal prosecution and debarment.
STATE OF _______________________________
COUNTY OF _______________________________ ) ss:

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

_____________________________________

Notary Public
Technical Proposal Instructions
RFP 2020-26

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

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

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

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

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Mandatory</th>
<th>Desirables</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Bidder will supply an automated victim information and notification system that is available 24-hours a day, 7 days a week in English, Spanish, Chinese, Haitian/Creole, Russian, Bengali and Korean. The notifications will utilize registrants’ phone numbers, email addresses and/or text numbers. Notifications will be made in English, Spanish, Chinese, Haitian/Creole, Russian, Bengali, or Korean based on registrant’s choice at time of registration.</td>
<td>A. Bidders should provide evidence and a description of comparable experience with notification services that were driven by notification recipients registering to receive alerts for a specified set of circumstances. DOCCS prefers that bidders have a minimum of two (2) years experience in the provision of an automated system for notification with similar structure as the one being solicited by DOCCS by means of this RFP (e.g. school closing notifications, severe weather alerts, sex offender relocation notices, etc.). As part of the bidder’s technical proposal, include the names of the customers and/or facilities, phone numbers, addresses, describe the scope of the services for each, the size of the population served for each, and the duration of the similar experience(s) for each. Emphasize skills and experience that would be useful to fulfill the requirements that DOCCS has established for notifying victims when critical information is available.</td>
<td></td>
</tr>
<tr>
<td>2. Contractor must be in compliance with technical guidelines and standards for the operation of a statewide automated victim</td>
<td>A. Provide a plan for the secure system to exceed the 95.95% availability as measured on a monthly basis (thus exceeding the</td>
<td></td>
</tr>
</tbody>
</table>
### Registration

<table>
<thead>
<tr>
<th>Mandatory</th>
<th>Desirables</th>
</tr>
</thead>
<tbody>
<tr>
<td>notification system as outlined by the Bureau of Justice Assistance (BJA) found at: <a href="#">Statewide Automated Victim Information (Savin) Guidelines and Standards.pdf</a></td>
<td>standards stated in the BJA standards and guidelines. Describe security measures, in detail, that the bidder proposes to supply that exceed those stated in the BJA guidelines.</td>
</tr>
<tr>
<td><strong>A.</strong> Advise how the bidder proposes to provide a detailed report to DOCCS’ OVA contact liaison for data that cannot be incorporated in the proposed data system.</td>
<td></td>
</tr>
<tr>
<td><strong>B.</strong> Describe in detail, in accordance with BJA guidelines the curricula and delivery methods utilized to train new administrative users on the system features. Additionally, explain how the design is to create a user-friendly experience for registrants</td>
<td></td>
</tr>
</tbody>
</table>

| **C.** Describe in detail, in accordance with BJA guidelines the curricula and delivery methods utilized to train new administrative users on the system features. Additionally, explain how the design is to create a user-friendly experience for registrants | |

### 3. Vendor will provide a dedicated toll-free number, a separate, secure website for registrants' use to register for notifications and to look up incarcerated individuals' locations and earliest release date information. The toll-free number and website will be available in English, Spanish, Chinese, Haitian/Creole, Russian, Bengali and Korean.

| **A.** Give details as to how the dedicated website proposed may be created utilizing a responsive web design. | |
| **B.** Detail how the dedicated website is to contain information outlining specific events and awareness campaigns taking place on a monthly basis. For example, Stalking Awareness Month and Domestic Violence Awareness Month. The information will be provided to the vendor by the DOCCS OVA contact. | |
| **C.** Describe in detail how the bidder plans to construct a feature in the design of the dedicated website that would allow the user to trigger notification to OVA to request assistance in filling out a Crime Victims Compensation Application. | |
| **D.** Describe how the dedicated website is to have the capability to provide a direct link to the NYS DOCCS website for the purpose of registering for Parole Board and release notification (language to be approved by DOCCS). | |

### 4. A four-digit PIN code will be selected by registrant at time of registration for telephone notification. A four-digit PIN code will not be
### Mandatory vs. Desirables

<table>
<thead>
<tr>
<th><strong>Mandatory</strong></th>
<th><strong>Desirables</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>necessary for registrants who select email and/or text notification.</td>
<td></td>
</tr>
</tbody>
</table>

5. Registrations will be anonymous. Specifically, registrants will not need to provide their names, addresses or types of crimes associated with the registration requests.

### Notification of Events

<table>
<thead>
<tr>
<th><strong>Mandatory</strong></th>
<th><strong>Desirables</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>6. Notification of events will include: release, escape, death, transfer to furlough or work release and/or transfer to other state agency, as well as return to DOCCS custody.</td>
<td></td>
</tr>
<tr>
<td>7. Once triggered, notification calls will be placed for 24 hours EXCEPT for the hours of 10 p.m. to 7 a.m. Notifications triggered by off-cycle emergency data feed will be placed for 24 hours including the hours of 10 p.m. to 7 a.m.</td>
<td></td>
</tr>
<tr>
<td>8. Notification will occur to registrant’s phone number, email address and/or text number. Notification will be made in English, Spanish, Chinese, Haitian/Creole, Russian, Bengali and Korean based on registrant’s choice at the time of registration.</td>
<td></td>
</tr>
</tbody>
</table>
| 9. Registrants’ self-selected four-digit PIN number must be entered at the conclusion of the telephone notification details to confirm notification has occurred. | A. Bidder may program their system so that the registrant may enter a PIN number to authorize release of notification call details upon receipt of call to the registered phone number. No script details are to be triggered until after the PIN number has been entered by the recipient.  
B. Describe the bidder’s ability to provide a program that requires the PIN number to be re-entered to confirm receipt of the telephone call at end of the script. |
**Mandatory** | **Desirables**  
---|---  
 | C. The bidder proposes a program allowing a prescribed code less than four digits long (e.g. *99) that can be entered by the recipient to stop the current notification call and permanently remove the recipient’s phone number from the system at the time that the notification call is received. The bidder should provide a proposed script for the instructions that recipients can use for this option.

### Technical

<table>
<thead>
<tr>
<th>Mandatory</th>
<th>Desirables</th>
</tr>
</thead>
</table>
| 10. Utilizing a data file according to DOCCS’ specifications. Data will be sent by DOCCS via SFTP three (3) times daily on prescribed schedule. Notifications will be made following receipt of each SFTP file transfer and when DOCCS utilizes an emergency data feed to provide off-cycle data concerning incarcerated individual’s status (i.e. escape and return from escape). Data received will be incorporated and notifications will be triggered per BJA standards. | A. Describe emergency data feed to provide off cycle data.  
B. Describe how the system proposed will exceed the BJA standards. |
<p>| 11. A fourth data file will be sent by DOCCS, on a daily basis at a prescribed time, via SFTP which will update data but trigger no notifications. Updated data will be available for display on website. |
| 12. Automated reconciliation of data will occur on a monthly basis per a schedule prescribed by DOCCS. Data is to be sent to DOCCS in format prescribed by DOCCS for DOCCS to reconcile data and return to vendor for corrections if necessary. |</p>
<table>
<thead>
<tr>
<th>Mandatory</th>
<th>Desirables</th>
</tr>
</thead>
<tbody>
<tr>
<td>13. Vendor will receive file of registrations from current vendor to initialize data files for future notifications. Data file acquisition will occur thirty (30) days prior to vendor transition.</td>
<td></td>
</tr>
<tr>
<td>14. Data file design will be per DOCCS specifications (see Attachment E, Exhibit 2).</td>
<td></td>
</tr>
<tr>
<td>15. Vendor will provide monthly report based on new registrations per VOCA crime categories. Examples include but are not limited to homicide, robbery, rape.</td>
<td></td>
</tr>
<tr>
<td>16. Vendor is required to produce an electronic file of registrations to initialize data file to assist in transition at end of contract if necessary.</td>
<td></td>
</tr>
</tbody>
</table>

### Administration

<table>
<thead>
<tr>
<th>Mandatory</th>
<th>Desirables</th>
</tr>
</thead>
<tbody>
<tr>
<td>17. DOCCS and the vendor will designate a single point of contact to be the primary resource for issues and concerns. The contacts must be available to discuss problems, possible solutions, implementation of solutions, system utilization etc.</td>
<td></td>
</tr>
<tr>
<td>18. DOCCS will have 24/7 access to a private portal for usage reports, stopping current calls, deleting phone numbers and updating registrants’ four-digit PIN numbers.</td>
<td></td>
</tr>
<tr>
<td>19. Vendor will supply an emergency data feed which will be available to DOCCS to provide 24/7 off-cycle data concerning incarcerated individual(s) status (e.g. escapes and returns from escape).</td>
<td></td>
</tr>
<tr>
<td>20. Call Center must be located in the continental UAS</td>
<td>A. Advise of bidder’s ability to provide live operator support that is available on a 24-hour/7-days-per-week basis. Operator assistance is preferred to aid system users in registering to receive notifications and for referring registrants to the DOCCS’ OVA</td>
</tr>
</tbody>
</table>
Mandatory | Desirables
--- | ---

regarding additional concerns and information. Call center must be located in the continental United States (see section 2.1 #20). Additional information needed by registrants will be provided by DOCCS' OVA.

B. Advise, if applicable how live operators will have the ability to utilize consecutive live language interpretation services (e.g. Language Line or Language Service Associates). The name of the interpretation service provider must be specified in the bidder’s proposal. Final decision for the selected language interpretation services is subject to DOCCS' approval.

C. Describe the proposed monthly report of the number of times a live operator assists a caller with registering for notifications.

D. Describe the proposed monthly report of the duration of calls each time a live operator is reached.

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

| 21. Undeliverable notifications by telephone, email and text must be tracked and recorded in monthly report. | A. Detail the proposed additional monthly report data to include the numbers of:

- confirmed notification calls.
- unconfirmed notification calls
- times recipient entered less than four-digit code to permanently remove their phone # from the service
- new text messages delivered
- new email messages delivered
- new email messages undelivered
- registrations in each language offered
- registrations using toll-free phone number
- registrations using website
- notification by release type (e.g. release to parole, conditional release to parole, transfer to another state agency, death, |
<table>
<thead>
<tr>
<th>Mandatory</th>
<th>Desirables</th>
</tr>
</thead>
</table>
|            | release upon maximum expiration date of the sentence, release by court order, transfer to work release program, escape etc.)  
|            | • total registrations each month  
|            | • new registrations by crime type each month (Crime classification chart will be provided by DOCCS and will be based on VOCA reporting requirements) |

22. All scripts for notifications must be approved by DOCCS and will be available in English, Spanish, Chinese, Haitian/Creole, Russian, Bengali and Korean.

<table>
<thead>
<tr>
<th>Miscellaneous</th>
<th>Mandatory</th>
<th>Desirables</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>23. An annual allowance of $5000 is included in the contract amount to purchase “swag” items selected and designed by DOCCS to “publicize” the availability of the services.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>24. All announcements for the availability of the service require pre-approval by DOCCS.</td>
<td></td>
</tr>
</tbody>
</table>
Attachment B

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

<table>
<thead>
<tr>
<th>Annual Rate</th>
<th>Number of Years</th>
<th>Grand Total for Five Years</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
<td>5</td>
<td>$</td>
</tr>
</tbody>
</table>

Cost proposals shall be considered all inclusive, including but not limited to, equipment, wiring, hardware, software, travel, overhead, profit, and administrative expenses.

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

Legal and Required Forms
NYS Department of Corrections and Community Supervision
RFP 2020-26, Automated System for Victim Notification
Return this page with the Technical Proposal as Cover Sheet.

Applicant Legal Name: ________________________________________________

Contact Person: _____________________________________________________

Business Address: ____________________________________________________

Phone: _________________________ E-Mail Address: ________________________

Fax: ___________________________ Website Address: ______________________

Federal ID#: ___________________ NYS Vendor ID#: ________________________

Submitted By:

Name of Authorized Official: ____________________________________________

Title of Authorized Official: ____________________________________________

Signature of Authorized Official: _________________________________________

Date: __________________________

Note: Signature binds applicant to a firm offer for a 120-day period from the date of the submission.
Bid Submission Checklist

RFP 2020-26 Automated System for Victim Notification

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 with the bid submission.

<table>
<thead>
<tr>
<th>Check Box</th>
<th>Checklist Item</th>
<th>Number of Originals</th>
<th>Number of Electronic Copies</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐</td>
<td>Application Cover Sheet</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>☐</td>
<td>Individual, Corporation, Partnership, or LLC Acknowledgement (must be notarized)</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>☐</td>
<td>M/WBE – EEO Policy Statement ([form available at <a href="https://doccs.ny.gov/procurement-opportunities">https://doccs.ny.gov/procurement-opportunities</a>])</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>☐</td>
<td>EEO Staffing Plan ([form available at <a href="https://doccs.ny.gov/procurement-opportunities">https://doccs.ny.gov/procurement-opportunities</a>])</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>Encouraging Use of New York State Businesses in Contract Performance. (see section 4.9)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>☐</td>
<td>Vendor Responsibility Questionnaire (see Section 4.6): Online Questionnaire Certified Date: ____________ OR Paper Questionnaire Submission</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>☐</td>
<td>Procurement Lobbying Certification</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>☐</td>
<td>Executive Order 177 Certification</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>☐</td>
<td>State Finance Law § 139-L Certification</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>☐</td>
<td>Vendor Assurance of No Conflict of Interest or Detrimental Effect</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>☐</td>
<td>Contract Certification Forms (see section 4.8)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Form ST-220-CA (Must Be Notarized)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Form ST-220-TD (filed directly with the Tax Department)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>☐</td>
<td>Certification of Insurance (see section 4.16)</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>☐</td>
<td>Proof of Compliance with Workers’ Compensation Coverage</td>
<td>2</td>
<td>1</td>
</tr>
<tr>
<td>☐</td>
<td>Proof of compliance with Disability Benefits Coverage</td>
<td>2</td>
<td>1</td>
</tr>
</tbody>
</table>

**Insurance**

*(note: if the insurance items are not submitted with bid, a tentative awardee shall provide this documentation upon notification from DOCCS)*

| ☐         | Certification of Insurance (see section 4.16)                                 | 2                   | 1                           |
| ☐         | Proof of Compliance with Workers’ Compensation Coverage                       | 2                   | 1                           |
| ☐         | Proof of compliance with Disability Benefits Coverage                         | 2                   | 1                           |

**Mark the Boxes as Applicable**

<p>| ☐         | Completed, signed, and notarized Diversity Practices Questionnaire (Attachment A) Submit with Technical Proposal. | 2                   | 1                           |
| ☐         | Bidder’s Technical Proposal including cover letter, responses to Mandatory Requirements, and proposed solutions for the Desirables items (see Section 6.3 and Attachment A) | 2                   | 1                           |
| ☐         | Bid Submission Checklist (This form with boxes marked)                        | 2                   | 1                           |</p>
<table>
<thead>
<tr>
<th></th>
<th>Signed copies of all addenda released for this solicitation</th>
<th>2</th>
<th>1</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>Cost Proposal Submittal</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Cost Proposal Form (see Attachment B)</td>
<td>2</td>
<td>1</td>
</tr>
</tbody>
</table>

**Note:** Cost Submittal must be in a sealed envelope labeled “RFP 2020-26 Cost Proposal.”

_________________________________________________________

AUTHORIZED SIGNATURE   COMPANY NAME

_________________________________________________________

PRINTED NAME   TITLE

_________________________________________________________

DATE
INDIVIDUAL, CORPORATION, PARTNERSHIP, OR LLC ACKNOWLEDGMENT

STATE OF  
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:

[Check One]

☐ 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 the ________________________________ 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.
New York State businesses have a substantial presence in State Contracts and strongly contribute to the economies of the state and the nation. In recognition of their economic activity and leadership in doing business in New York State, Bidders/Proposers for this contract for commodities, services or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the Contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles.

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

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

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

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

Will New York State Businesses be used in the performance of this Contract? ______ Yes ______ No

If yes, identify New York State Business(es) that will be used; (Attach identifying information).
PROCUREMENT LOBBYING CERTIFICATION

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

Procurement Lobbying information can be accessed at:

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

By: ________________________________ Date:__________________
Name: ________________________________ Title: ________________
Contractor Name: ________________________________________________
Contractor Address: ______________________________________________
________________________________________________________________________

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

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

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

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

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

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

By: ________________________________ Date:__________________
Name: ________________________________ Title: ________________

Procurement Lobbying Termination
DOCCS reserves the right to terminate this contract in the event it is found that the certification filed by the Offeror/bidder in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, DOCCS may exercise its termination right by providing written notice to the Offeror/bidder in accordance with the written notification terms of the contract.
EO 177 Certification

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

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

Generally, the Human Rights Law applies to:

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

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

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

Contractor:

By: __________________________
Name: _________________________
Title: _________________________
Date: _____________ __, 20__

- The Certification is to be submitted prior to contract award by all successful bidders on all Covered contracts and contract renewals.
State Finance Law § 139-1 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.

<table>
<thead>
<tr>
<th>Authorized Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Print Name</td>
<td>Title</td>
</tr>
<tr>
<td>Company Name</td>
<td></td>
</tr>
<tr>
<td>D/B/A – Doing Business As (if applicable)</td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td></td>
</tr>
<tr>
<td>City</td>
<td>State</td>
</tr>
</tbody>
</table>

RETURN THIS PAGE AS PART OF THE BID
Vendor Assurance of No Conflict of Interest or Detrimental Effect

RFP 2020-26 – Automated System for Victim Notification

The Firm offering to provide services pursuant to this RFP, as a contractor, joint venture contractor, subcontractor, or consultant, attests that its performance of the services outlined in this RFP 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 recourses 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 or 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 employed, 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.
CONTRACTOR CERTIFICATION FORMS
(Pursuant to Section 5-A of the Tax Law)

**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:

**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:
Attachment D
Nondisclosure Agreement
Disclosure of New York State Department of Corrections and Community Supervision Information

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

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

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

2. The confidential information disclosed by DOCCS under this Agreement is described as:
   As stated in RFP 2020-26, and all personal information, including NYSID #s.

3. The Recipient shall keep the information confidential and shall use the confidential information only for any contract resulting from RFP 2020-26 Automated System Victim Notification, 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 for the entire term of the any contract resulting from RFP 2020-26 Automated System Victim Notification.

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

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

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

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

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

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

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

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

20. This Agreement is made under and shall be governed by the laws of the State of New York.
21. Neither party may assign its rights or obligations under this Agreement without the written consent of the other party. Any assignment made without said consent shall be null and void.

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

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

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

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

NYS Department of Corrections and Community Supervision

By: ________________________________
Print Name: Melissa McLaughlin
Title: Director of Financial Administration 4
Date: ____________

By: ________________________________
Print Name: ________________________
Title: ______________________________
Date: ____________
ATTACHMENT E

Exhibits
§ 42. Notwithstanding any other provision of law, by January 1, 1999, the department of correctional services shall establish an automated telephone system that a victim, family member of a victim, a witness or any member of the general public may call to obtain information relating to the crime and sentence of an inmate who is serving a determinate or indeterminate sentence of imprisonment. The department of correctional services, in consultation with the department of motor vehicles, shall also develop a public awareness campaign and disseminate information regarding the availability of the automated telephone system in conjunction with licensing and motor vehicle registration, application and renewal procedures of the department of motor vehicles. In addition, by April 1, 1999, the division of parole, in cooperation with the department of correctional services, shall implement a program to provide a victim, family member of a victim, a witness, or any member of the general public with access to information concerning the community of residence of a person who has been paroled, conditionally released or released to post-release supervision and the address and telephone number of the regional parole office to which such person has been assigned.
<table>
<thead>
<tr>
<th>VARIABLE</th>
<th>POSITION</th>
<th>SIZE</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>ACTION INDICATOR</td>
<td>1-1</td>
<td>1</td>
<td>'A' - ADD</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>'D' - DELETE</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>'M' - MODIFY</td>
</tr>
<tr>
<td>ACTION DATE</td>
<td>2-9</td>
<td>8</td>
<td>CCYYMMDD</td>
</tr>
<tr>
<td>DIN</td>
<td>10-16</td>
<td>7</td>
<td>YYANNNN</td>
</tr>
<tr>
<td>NYSID</td>
<td>17-25</td>
<td>9</td>
<td>NNNNNNNNA</td>
</tr>
<tr>
<td>LAST NAME</td>
<td>26-43</td>
<td>18</td>
<td>ALPHA</td>
</tr>
<tr>
<td>FIRST NAME</td>
<td>44-54</td>
<td>11</td>
<td>ALPHA</td>
</tr>
<tr>
<td>MIDDLE INITIAL</td>
<td>55-55</td>
<td>1</td>
<td>ALPHA</td>
</tr>
<tr>
<td>DATE OF BIRTH</td>
<td>56-63</td>
<td>8</td>
<td>CCYYMMDD</td>
</tr>
<tr>
<td>GENDER</td>
<td>64-64</td>
<td>1</td>
<td>'M' - MALE</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>'F' - FEMALE</td>
</tr>
<tr>
<td>RACE</td>
<td>65-65</td>
<td>1</td>
<td>'A' - ASIAN</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>'B' - BLACK</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>'I' - AMERICAN INDIAN</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>'O' - OTHER</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>'U' - UNKNOWN</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>'W' - WHITE</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>' - NOT REPORTED</td>
</tr>
<tr>
<td>ETHNICITY</td>
<td>66-66</td>
<td>1</td>
<td>'H' - HISPANIC</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>'N' - NON-HISPANIC</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>'U' - UNKNOWN</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>' - NOT REPORTED</td>
</tr>
<tr>
<td>ADMISSION CODE</td>
<td>67-68</td>
<td>2</td>
<td>SEE ADMISSION CODE TABLE</td>
</tr>
<tr>
<td>ADMISSION DATE</td>
<td>69-76</td>
<td>8</td>
<td>CCYYMMDD</td>
</tr>
<tr>
<td>OUT-TO-COURT INDICATOR</td>
<td>77-77</td>
<td>1</td>
<td>'Y' - YES</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>'N' - NO</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>' - NOT APPLICABLE</td>
</tr>
<tr>
<td>FACILITY CODE</td>
<td>78-79</td>
<td>2</td>
<td>SEE FACILITY CODE TABLE</td>
</tr>
<tr>
<td>WORK RELEASE FLAG</td>
<td>80-80</td>
<td>1</td>
<td>'Y' - YES</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>'N' - NO                     NOT APPLICABLE</td>
</tr>
<tr>
<td>OUTCOUNT INDICATOR</td>
<td>81-81</td>
<td>1</td>
<td>'Y' - YES</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>'N' - NO</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>' - NOT APPLICABLE</td>
</tr>
<tr>
<td>CONTROLLING CRIME ATTEMPT STATUS 82-82</td>
<td>82-82</td>
<td>1</td>
<td>'Y' - ATTEMPTED</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>'N' - NONE</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>' - NOT APPLICABLE</td>
</tr>
<tr>
<td>CONTROLLING CRIME CODE</td>
<td>83-86</td>
<td>4</td>
<td>SEE CRIME CODE TABLE</td>
</tr>
<tr>
<td>AGGREGATE MINIMUM SENTENCE</td>
<td>87-94</td>
<td>8</td>
<td>YYYYYMMDD</td>
</tr>
<tr>
<td>AGGREGATE MAXIMUM SENTENCE</td>
<td>95-102</td>
<td>8</td>
<td>YYYYYMMDD</td>
</tr>
<tr>
<td>EARLIEST RELEASE DATE</td>
<td>103-110</td>
<td>8</td>
<td>CCYYMMDD</td>
</tr>
<tr>
<td>RELEASE CODE</td>
<td>111-112</td>
<td>2</td>
<td>SEE RELEASE CODE TABLE</td>
</tr>
<tr>
<td>RELEASE DATE</td>
<td>113-120</td>
<td>8</td>
<td>CCYYMMDD</td>
</tr>
<tr>
<td>OTHER DINS</td>
<td>121-155</td>
<td>35</td>
<td>YYYYNNN OCCURS 5</td>
</tr>
<tr>
<td>PAROLE ADDRESS COUNTY</td>
<td>156-157</td>
<td>2</td>
<td>SEE COUNTY TABLE</td>
</tr>
<tr>
<td>PAROLE AREA OFFICE</td>
<td>158-161</td>
<td>4</td>
<td>SEE PAROLE AREA OFFICE TABLE</td>
</tr>
</tbody>
</table>
End of RFP 2020-26, Automated System for Victim Notification