Invitation for Bids (IFB) #2022-06

Medical Waste Management Services

Issue Date: January 24, 2022
Bidder Questions Due: February 7, 2022, by 3:00 PM (EST)
Bid Due Date & Time: February 24, 2022 by 3:00 PM (EST)
Contract Period: June 9, 2022 – June 8, 2027
Notice to Bidders

1. Read the entire IFB document. Note the key issues such as: event dates, mandatory requirements, services required, and bid packaging requirements.

2. Complete the page entitled BID SIGNATURE PAGE and send back with your bid to the address provided in Section 2.5 - Instructions for Bid Submission. If you are unable to bid on this solicitation, complete the Bid Signature Page, check the box entitled “we are unable to bid,” state a reason, then email to doccscontracts@doccs.ny.gov, please indicate IFB 2022-06 in the subject line.

3. The successful Bidder must be able to provide Medical Waste Management Services to all DOCCS correctional facilities within any Region bid. Multiple contracts may result from this IFB.

4. Note the name, address, phone numbers and email of the designated contacts. These are the only individuals that you are allowed to communicate with regarding this IFB (see Section 1.2 – Designated Contact).

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

6. It is the responsibility of the bidder to address all amendments, clarifications or updates pertaining to this IFB. All applicable amendment information must be incorporated in the bidder’s bid.

7. Bidders’ bids must include a cover letter as outlined in Sections 1.4 and 2.2.1.

8. Take advantage of the Questions and Answers period. All questions must be submitted in writing to the designated email address by the date and time specified in Section 1.3 - Key Events/Dates.

9. Review the IFB document and your bid. Make sure all requirements are addressed and all submission copies are identical and complete.

10. Package your bids as instructed in Section 2 - Bid Submission. Ensure your bid conforms to the packaging requirements. Bids not packaged accordingly may be deemed non-responsive.

11. Submit your bid so that it is received by the designated due date and time (see Section 1.3 – Key Events/Dates). DOCCS will not consider for award bids received after the due date and time indicated.
BID SIGNATURE PAGE

The bid must be fully and properly executed by an authorized person. 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 INVITATION FOR BIDS, Appendix A (Standard Clauses For New York State Contracts), ST-220CA or TD Tax Disclosure, Vendor Responsibility Questionnaire, Workers’ Compensation Requirements, and State Finance Law §139-j and §139-k (Procurement Lobbying), and that all information provided is complete, true and accurate. By signing, bidder affirms that it understands and agrees to comply with DOCCS procedures relative to permissible contacts as required by State Finance Law §139-j(3) and §139-j(6)(b). Bidders are requested to retain Appendix A.

Procurement Lobbying information may be accessed at: https://ogs.ny.gov/acpl

Legal Business Name of Company Bidding: ________________________________

NYS Vendor Identification Number: ____________________________
(see NYS vendor file registration clause)

D/B/A – Doing Business As (if applicable): ________________________________

Federal Tax Identification Number: ____________________________
(do not use Social Security Number)

Street: ____________________________ City: ____________________________
State: ____________________________ Zip: ____________________________
County: ____________________________

If applicable, place an “x” next to each that apply:

_____ New York State Small Business

_____ New York State Certified Minority-owned Business Enterprise (MBE)
  If yes, provide certification number ____________________________

_____ New York State Certified Woman-owned Business Enterprise (WBE)
  If yes, provide certification number ____________________________

Vendor Responsibility Questionnaire Filed Online: _____ Yes    _____ No

Do you understand and is your firm capable of meeting the insurance requirements to enter into a contract with New York State?  _____ Yes  _____ No

Does your bid proposal meet all the requirements of this solicitation?  _____ Yes  _____ No

If you are not bidding, place an “x” in the box and return this page only.

☐ WE ARE UNABLE TO BID AT THIS TIME BECAUSE ____________________________________________

____________________________________________________________________________________________

Phone: ____________________________ Fax: ____________________________

Toll Free Phone: ____________________________ E-mail Address: ____________________________

Company Web Site: ____________________________

Bidder’s Signature: ____________________________ Printed or Typed Name: ____________________________

Date: ____________________________ Title: ____________________________
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<td>Contractor Insurance Requirements</td>
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</tbody>
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Attachment A – Appendix A, Standard Clauses for New York State Contracts  
Attachment B – Bid Cost Form and Instructions (Excel Spreadsheet)  
Attachment C – Legal Required Forms  
Attachment D – Contractor Insurance Requirements  
Attachment E – Bid Submission Checklist  
Attachment F – HUB Breakdown and New York State DOCCS Facilities & Regional Map  
Attachment G – Frequency, Waste Pick-up Location(s) & Pick-Up Times  
Attachment H – DOCCS Directive #2216
1. INTRODUCTION

1.1 Overview

This Invitation for Bids (IFB) is being released by the New York State Department of Corrections and Community Supervision (hereafter “the Department” or “DOCCS”). DOCCS is responsible for the confinement and rehabilitation of approximately 31,500 incarcerated individuals under custody held at 44 state correctional facilities located throughout New York State.

DOCCS is seeking to procure Medical Waste Management Services for all correctional facilities as noted here and in Section 4.1 Scope of Services.

The intent of this IFB is to solicit bids from qualified vendors in the performance of Medical Waste Management Services for all of the following:

- Regulated Medical Waste
- Hazardous and Non-Hazardous Dental Medical Waste
- Hazardous and Non-Hazardous Pharmaceutical Waste

Multiple contracts may result from this IFB. Awards shall be made by Region. Facilities are segregated into five (5) regions across New York State, based on the NYS DOCCS Hub they are located in, as follows:

- Region 1 = Wende Hub
- Region 2 = Watertown and Clinton Hubs
- Region 3 = Elmira and Oneida Hubs
- Region 4 = Sullivan and Great Meadow Hubs
- Region 5 = Green Haven and NYC Hubs

A map of DOCCS’ correctional facilities and HUB breakdown is attached as Attachment F for informational purposes.

Bidders may bid on one, multiple, or all Regions, but service must be available to every DOCCS correctional facility within any Region bid.

The contractor will be responsible for establishing a service schedule that meets the particular needs of each DOCCS facility.

The contractor will be responsible for providing services, including materials, supplies and procedures, for the collection, storage, tracking, pick-up, transportation and disposal, and/or recycling of all Medical Waste as included in the following lots and as required by all correctional facilities:

- Regulated Medical Waste
- Hazardous and Non-Hazardous Dental Waste
- Hazardous and Non-Hazardous Pharmaceutical Waste

1.2 Designated Contact

In compliance with the Procurement Lobbying Law, Andria Pilieri-White, has been designated the primary contact for this solicitation and may be reached by email or telephone for all inquiries regarding this solicitation.
Andria Pilieri-White
NYS Department of Corrections and Community Supervision
Division of Support Operations/Contract Procurement Unit
550 Broadway
Menands, New York 12204
Voice: 1-518-436-7886, Ext. 3135
Email: doccscontracts@doccs.ny.gov

In the event the designated contact is not available, Joanne Hughes is the Alternate designated contact:

Joanne Hughes
Voice: 1-518-436-7886, Ext. 3135
Email: doccscontracts@doccs.ny.gov

1.3 Key Events/Dates

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

<table>
<thead>
<tr>
<th>Events</th>
<th>Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Invitation for Bids (IFB) Issued</td>
<td>January 24, 2022</td>
</tr>
<tr>
<td>Written Bidders Questions Deadline</td>
<td>February 7, 2022, by 3:00 p.m. (EST)</td>
</tr>
<tr>
<td>DOCCS Issues Responses to Questions (estimated)</td>
<td>February 10, 2022</td>
</tr>
<tr>
<td>Bids Due to DOCCS</td>
<td>February 24, 2022, by 3:00 PM (EST)</td>
</tr>
<tr>
<td>Estimated Contract Start Date</td>
<td>June 9, 2022 or Upon Approval by OSC (whichever date is later)</td>
</tr>
</tbody>
</table>

1.4 Minimum Bidder Qualifications

Bidders are advised that DOCCS’ intent is to ensure that only qualified and reliable Contractors enter into a contract to perform the work as defined in this document.

Bidders must provide at time of bid opening, satisfactory evidence that they have had previous experience and possess an adequate plant, financial resources and organization as well as all permits and licenses as hereinafter specified to perform the type, magnitude and quality of services specified. DOCCS shall have the right to reject the bid of any bidder who is unable to satisfy the qualifications below:

- A. Evidence that Bidder has been in continuous operation providing Medical Waste Management Services for a minimum of five (5) years.

- B. Evidence that Bidder possesses the necessary organization and facilities to properly fulfill the services specified. Bidder shall submit with bid a Cover Letter.
(see section 2.2.1 Cover Letter) signed by a Bidder Representative authorized to make contractual obligations, attesting to their qualifications and providing the following:

1. Name of the contact person who will handle the day-to-day customer requests, in regard to this contract. The bidder shall provide the address, telephone number, fax number and e-mail address for company personnel that will serve each Region bid. Bidder's facility(s) shall be located in proximity, such that the Contractor can meet the emergency or other response times contained in this specification. The letter must also state whether or not subcontractors will be used, and the name, address, telephone number, fax number, e-mail address, and intended role of each proposed subcontractor that will serve each Region bid.

2. For each Region bid, a detailed description of the processes and facilities that will be used for the collection, storage, tracking, pickup, transportation and disposal and/or recycling of any and all components of Medical Waste to be picked up under this contract.

3. For each Region bid, a detailed step-by-step procedure indicating how the work is to be accomplished. This procedure shall also include information for off-site work, such as:
   a. How the materials are to be transported.
   b. Name and address of the company transporting the materials, if different from the Bidder’s company.
   c. A notarized statement attesting to the qualifications of the company transporting the material (if different from the Bidder’s company) including information required under items one (1) through six (6) of this part of the qualifications.
   d. Method of disposal.
   e. Location of disposal sites, incineration facilities and/or recycling facilities.
   f. Names, addresses, telephone numbers, and email address of all disposal sites, incineration facilities and/or recycling facilities including information under terms four (4) through six (6) of this part of the qualifications.

4. A copy of Bidder’s (and if applicable, subcontractor’s) emergency prevention and/or response plans in place at all processing facilities to be used, e.g., Spill Prevention Control and Countermeasure (SPCC) Plan, and Hazardous Waste Contingency Plan.

5. A copy of transporter’s over-the-road emergency prevention and/or response plans maintained on its vehicles, e.g., Spill Prevention Control and Countermeasure (SPCC) Plan, and Hazardous Waste Contingency Plan.

6. For each Region bid, a list of all emergency response subcontractors used to respond to potential over-the-road and on-site Medical Waste spills with description of subcontractor’s geographical area of responsibility, and an estimate of its response time.
C. Evidence of all licenses and permits required for the collection, storage, tracking, pick-up, transportation and disposal, and/or recycling of each type of Medical Waste. Bidder shall **submit with bid** copies of such documents.

DOCCS shall have the right to reject the bid of any bidder who is unable to satisfy the qualifications above.

DOCCS reserves the right to investigate or make any inquiry into the capabilities of any bidder to properly perform under any resultant contract.
2. BID SUBMISSION

2.1 IFB Questions and Clarifications

Please direct all questions and requests for clarification regarding this IFB to the designated contact or the alternate contact as identified in Section 1.2.

Questions and clarifications regarding this IFB must be in writing referencing the IFB number, page number, and section/subsection and emailed to the Contract Procurement Unit at doccscontracts@doccs.ny.gov. Enter “IFB 2022-06” in the subject line.

Prospective Bidders should note that all clarifications and exceptions, including those relating to the terms and conditions of the contract, are to be resolved prior to the submission of a bid. The deadline for questions and inquiries is by 3:00 p.m. EST on the date specified in Section 1.3 – Key Events/Dates. Official answers to all questions of a substantive nature will be given to all prospective Bidders in the form of a formal addendum, which will be posted to the following websites: DOCCS https://doccs.ny.gov/procurement-opportunities and the NYS Contract Reporter https://www.nyscr.ny.gov/. Only answers provided by addendum are considered official. Any questions received after the due date and time as noted in Section 1.3 may not be addressed. DOCCS will issue responses on or about the date listed in Section 1.3 – Key Events/Dates. 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.

Note: All contacts are subject to certain restrictions defined in State Finance Law §139-j and k (see Section 5.2 - Procurement Lobbying Requirement).

2.2 Bid Format and Content

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

2.2.1 Cover Letter

Bidder shall submit with bid a Cover Letter, signed by a Bidder Representative authorized to make contractual obligations and attesting to their qualifications (see Section 1.4 – Minimum Bidder Qualifications). The cover letter shall also confirm and provide the following:

1. The bidder understands all the terms and conditions contained in this IFB and will comply with all the provisions of this IFB.

2. The bidder agrees to adhere to the Scope of Services (see Section 4).
3. If a contract is awarded to your company, the bidder would be prepared to begin services on June 9, 2022 or upon approval of the NYS Office of the State Comptroller (OSC), which date is later.

4. The name and full contact information of the person(s) DOCCS shall contact regarding the bid.

5. The bidder is willing to keep proposed bid in effect for 120 days.

2.2.2 Pricing

Bidders are required to submit pricing using [Attachment B - Bid Cost Form](#). Bidders must submit pricing for all correctional facilities and price lines within a Region for regulated medical waste and pharmaceutical waste/dental waste to be considered for contract award.

Failure to provide pricing for all correctional facilities within a Region will deem the bid non-responsive and rejected for that specific Region only.

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

All quantities and frequency of pick-ups used on Attachment B - Bid Cost Form are estimated. Actual quantities and frequency of pick-ups may be higher or lower depending on the needs of the correctional facility. There is no guarantee of quantities or frequencies under any contract resulting from this IFB. Payment to Contractor will be based on actual numbers picked up per visit.

2.2.3 Required Procurement Forms

Bidder shall submit the completed documents in Attachment C – Legal Required Forms

**Note:** DOCCS reserves the right to request any additional information deemed necessary to ensure that the Bidder has the ability to fulfill the requirements of the resulting contract.

2.3 Bid Preparation

All bids must be completed in ink or machine (computer, typewriter etc.) produced. Bids submitted handwritten in pencil will be disqualified.
2.4 Packaging of IFB Response

Please submit one (1) complete original bid.

If a bidder plans to submit multiple bids, please note that only one bid per region will be accepted.

The bid documents must be submitted to the address as indicated in Section 2.5 below by mail, hand delivery, overnight carrier or certified mail in a package showing the following information on the outside:

- Bidder's complete name and address
- IFB Number – 2022-06 (this document)
- Bid Due Date and Time: (as indicated in Section 1.3 - Key Events/Dates)

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

2.5 Instructions for Bid Submission

Only those Bidders who furnish all required information, including signed bid addenda, if any, will be considered.

Bid must be received in a sealed package marked "Bid Submission IFB 2022-06" and forwarded to:

Attn: Andria Pilieri-White
NYS Department of Corrections and Community Supervision
Division of Support Operations / Contract Procurement Unit
Bid Submission IFB 2022-06
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 1.3 - Key Events/Dates. Any bid received after this date and time will not be accepted.

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

Hand deliveries of bid submissions will be accepted only between the hours of 8 a.m.–3 p.m., Monday through Friday, excluding State holidays. Bidders mailing their bids must allow sufficient mail delivery time to ensure receipt of their bid packages at the specified
location and office no later than the specified date and time. Delays in United States mail
deliveries or any other means of transmittal, including couriers or agents of the bidding
entity, shall not excuse late bid submissions. Similar types of delays, including but not
limited to, bad weather or security procedures for parking and building admittance shall
not excuse late bid submissions. DOCCS cannot be responsible for the actions of your
chosen carrier.

Bids must remain open and valid for 120 days from the due date, unless the time for
awarding the contract is extended by mutual consent of DOCCS and the Bidder. A bid
shall continue to remain an effective offer, firm and irrevocable, subsequent to such 120
day period until either tentative award of the contract(s) by Issuing Office is made or
withdrawal of the bid in writing by Bidder. Tentative award of the contract(s) shall consist
of written notice to that effect by the Issuing Office to the successful Bidder. This IFB
remains the property of the State at all times, and all responses to this IFB, once
delivered, become the property of the State.
3. ADMINISTRATIVE INFORMATION

3.1 Issuing Office

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

3.2 Method of Award

Contracts will be awarded by Grand Total per Region to the lowest price responsive and responsible bidder.

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

Bidders may bid on one, multiple, or all Regions, but service for all Medical Waste as specified in Section 4 – Scope of Services, must be available to every DOCCS correctional facility within any Region bid.

Unsuccessful applicants will be notified in writing and will be offered an opportunity to be debriefed. A debriefing, if any, will be scheduled for all unsuccessful applicants upon request, at a date, time and location convenient to both DOCCS and the applicants concerned.

Any negotiated contract must conform to the laws of New York State and will be subject to approval by the Department of Law and the Office of the State Comptroller. The contract will not be considered fully executed until formal approval has been granted by the Department of Law and the Office of the State Comptroller.

3.3 Bid Submission Checklist

Attachment E – Bid Submission Checklist is intended to acquaint the bidder with all items of information that are to be submitted with the bid. Failure to submit any item may result in rejection of the bid.

3.4 Term of Contract

The contract(s) awarded as a result of this IFB will be for a period of five (5) years, anticipated to commence on June 9, 2022 or upon approval of the Office of the State Comptroller (OSC), whichever date is later, and will continue for five (5) years from the commencement date.
3.5 Price Adjustment (Escalation / De-escalation)

Bidders should submit a bid understanding that prices will be fixed for years one (1) and two (2) of the Contract Term. When requested, adjustments for years three (3) through five (5), based on the latest published Consumer Price Index (CPI) for All Urban Consumers, Not Seasonally Adjusted, U.S. City Average, Services (series ID: CUUR0000SAS, CUUS0000SAS) in effect 90 days prior to the yearly anniversary date, may be calculated for the prior 12-month period to be applied to the current year. No increase may exceed three percent (3%). Requests for increases are the responsibility of the Contractor and must be made no later than 30 days prior to the anniversary date of the awarded contract and must include the appropriate CPI chart with supporting documentation. No retroactive adjustments will be allowed. All requested adjustments are subject to DOCCS’ approval. In the event the specified index is discontinued or is no longer published by the Bureau of Labor Statistics, the Contractor and DOCCS will negotiate a mutually acceptable replacement index. Reference: [http://data.bls.gov/cgi-bin/surveymost?cu](http://data.bls.gov/cgi-bin/surveymost?cu)

State shall not be barred from making the appropriate adjustment in the case of a decrease determined in accordance with the above methodology.

Price adjustments using the CPI involve changing the base payment by the percent change in the level of the CPI between the reference period and a subsequent time period. This is calculated by first determining the index point change between the two periods and then the percent change. The price adjustment shall be calculated as follows. Take the CPI for the 3rd month prior to the month of the start date of the awarded contract and subtract this figure from the CPI value for the 3rd month prior to the anniversary date of the awarded contract (e.g., If contract begins in June, use the March CPI). That sum is then divided by the CPI value for the original 3rd month prior to start date and this result is then multiplied by 100 to equal the percent change which is the price adjustment value. This percentage of increase or decrease shall be applied to the next contract year, effective on the anniversary date of the contract. The following example illustrates the computation of percent change:

Example (fictitious):

<table>
<thead>
<tr>
<th>Description</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>CPI for current period</td>
<td>136.0</td>
</tr>
<tr>
<td>Less CPI for previous period</td>
<td>129.9</td>
</tr>
<tr>
<td>Equals index point change</td>
<td>6.1</td>
</tr>
<tr>
<td>Divided by previous period CPI</td>
<td>129.9</td>
</tr>
<tr>
<td>Equals</td>
<td>0.047</td>
</tr>
<tr>
<td>Result multiplied by 100</td>
<td>0.047 x 100</td>
</tr>
<tr>
<td>Equals percent change</td>
<td>4.7</td>
</tr>
</tbody>
</table>

3.6 Method of Payment

Contractor must provide complete and accurate billing invoices in order to receive payment. Any payment made by DOCCS to the contract vendor will be made through direct payment upon submission of billing invoices. Invoices for payment shall be...
submitted to the Office of General Services’ (OGS) Business Services Center (BSC) at the end of each month on a standard voucher or company invoice for services satisfactorily completed during that month. A copy of the signed waste manifest documentation must accompany the voucher/invoice.

**Further instructions concerning the submission of invoice(s) and voucher(s) will be addressed after contract award.**

**3.7 Electronic Payment**

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

**3.8 Past Practice**

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

**3.9 Dispute Resolution**

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

**3.10 Examination of Contract Documents**

1. Each Bidder is under an affirmative duty to inform itself by personal examination of the specifications of the proposed work and by such other means as it may select, of the character, quality and extent of the work to be performed and the conditions under which the contract is to be executed.
2. Each Bidder shall examine specifications and all other data or instruction pertaining to the work. No pleas of ignorance of conditions that may be encountered or of any other matter concerning the work to be performed in the execution of the contract will be accepted by the state as an excuse for any failure or omission on the part of the Bidder to fulfill every detail of all the requirements of the documents governing the work. The Bidder, if awarded the contract, will not be allowed any extra compensation by reason of any matter or thing concerning which such Bidder might have fully informed itself prior to bidding.

3. Any addendum issued prior to the bid due date must be acknowledged by signature, dated and be submitted. In awarding a contract any written addenda will become a part thereof.

4. Any verbal information obtained from, or statements made by, representatives of the Commissioner of the Department of Corrections and Community Supervision shall not be construed as in any way amending contract documents. Only such corrections or addenda as are issued, in writing, shall become a part of the contract.

3.11 Inspection of Books

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

3.12 Glossary of Terms

<table>
<thead>
<tr>
<th>Bidder or Offeror or Proposer</th>
<th>Any individual or entity submitting a proposal for this IFB</th>
</tr>
</thead>
<tbody>
<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 IFB</td>
</tr>
<tr>
<td>DOCCS</td>
<td>Department of Corrections and Community Supervision</td>
</tr>
<tr>
<td>EST</td>
<td>Eastern Standard Time</td>
</tr>
<tr>
<td>Facility</td>
<td>Correctional Facility</td>
</tr>
<tr>
<td>Hub</td>
<td>A group of correctional facilities within the same geographic region.</td>
</tr>
<tr>
<td>Incarcerated Individual</td>
<td>Convicted felon that is incarcerated</td>
</tr>
<tr>
<td>Invitation for Bids (IFB)</td>
<td>This solicitation document.</td>
</tr>
<tr>
<td>OSC</td>
<td>Office of the New York State Comptroller</td>
</tr>
<tr>
<td>Region</td>
<td>A group of correctional facilities that have been segregated by the Hub they are located in as specified in Attachment F.</td>
</tr>
<tr>
<td>Vendor</td>
<td>Any individual or entity doing business with New York State.</td>
</tr>
</tbody>
</table>
3.13 Non-Disclosure Agreement

A Non-Disclosure Agreement will be made part of the awarded contract (see Attachment C – Legal Required Forms).

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

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

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

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

4.1 Scope of Services

DOCCS is seeking bids to provide Medical Waste Management Services for all DOCCS correctional facilities on a regional basis as noted here and in Section 1.1 Overview. The Contractor shall be responsible for providing services, including materials, supplies and procedures, for the collection, storage, tracking, pick-up, transportation and disposal, and/or recycling of all medical waste, as included in the following lots, as required by all correctional facilities:

- Regulated Medical Waste
- Hazardous and Non-Hazardous Dental Waste
- Hazardous and Non-Hazardous Pharmaceutical Waste

The following contract requirements are intended to ensure that the management of Medical Waste is done in a safe and satisfactory manner:

Training

The contractor will be responsible for providing onsite training to each facility at the outset of the contract and refresher trainings as required by regulations. This training shall be related to procedures and regulations required in collection, storage, tracking, and preparation of Medical Waste for transport. Any trainings conducted will also be provided in DVD format to each facility for viewing by staff on demand. All trainings will be recorded on a properly completed Report of Training Form (RTF) and submitted to the appropriate Health Service’s point of contact.

All Medical Waste

Regulations Compliance:

1. The Contractor shall comply with any and all new laws and regulations should there be any changes and/or additions during the term of the contract.

2. If at any time during the contract the Contractor’s permits, licenses, and letters of approvals issued by Government Agencies to perform the necessary services as described herein expire, are canceled, modified, or suspended, the Contractor is responsible for immediately notifying DOCCS. In addition, Contractor will provide to DOCCS any revised permits, licenses or regulatory documentation which states that the expired permits, and/or licenses are still in effect.

3. The Contractor must comply with any and all Federal, State, and local regulations regarding collection, storage, tracking, pick-up, transportation and disposal, and/or recycling of Medical Waste. This includes, but is not limited to, all regulations of the New York State Department of Environmental Conservation (DEC), Federal and New York State Departments of Transportation (DOT), Environmental Protection Agency (EPA), Department of Health (DOH), and if applicable, New York City Department of Consumer Affairs (DCA).
4. It is the responsibility of the prime Contractor to ensure that subcontractors meet the approval of DOCCS. Subcontractors must comply with all terms and conditions specified herein and must have insurance coverage applicable to the work performed as described herein. Any changes in subcontractors, disposal sites, and incineration facilities utilized by the Contractor during the term of the contract, must be approved by DOCCS.

5. The Contractor must utilize all regulated manifesting documentation to provide DOCCS with “cradle to grave” documentation of Medical Waste from point of pickup to disposal.

6. The vendor must comply with all requirements of the EPA Medical Waste Tracking Act.

Contract Management:

1. Upon contract approval an initial introductory meeting will be scheduled in Albany, NY to review the contract in its entirety and discuss all roles and responsibilities of the parties to the contract. Attendance by the Contractor is mandatory.

2. If Medical Waste needs to be removed and disposed of outside of normally scheduled pickups, the Contractor shall be available to respond to unscheduled calls for removal and disposal of Medical Waste for all facilities within one (1) business day.

3. The Contractor will produce quarterly statistical reports detailing:
   a. Number of Medical Waste collections at each facility served.

4. These reports are to be sent electronically via email to DOCCS Central Office employees as designated at the initial contract meeting referenced herein.

5. The Contractor’s aforementioned contact person will attend quarterly meetings with DOCCS staff with the intent of discussing/resolving customer service-related issues. Meeting location details will be determined mutually between DOCCS and the Contractor after notice of contract award.

Materials:

1. The Contractor must supply at no additional charge, all labels, storage containers, and packing material (tape, etc.), required for collection, storage, tracking, pick-up, transportation and disposal, and/or recycling of all Medical Waste.
2. Delivery of initial materials shall occur within five (5) business days after the initial meeting in Albany, NY. Delivery of successive materials will occur on pick-up and removal days.

3. The Contractor shall provide a scale to weigh all the containers of Medical Waste as they are picked up. The number and weight of containers removed from the premises will be included on the multi-part waste manifest form. The maintenance, repair and calibration of the scale shall be the responsibility of the vendor. The scale shall be calibrated annually or as recommended by the scale manufacturer. A copy of the calibration report shall be provided to each Facility’s Steward.

Spills:

1. The Contractor must ensure that all of their employees are thoroughly trained in the use of the spill containment and cleanup equipment.

2. In the case of any spill of Medical Waste caused by the Contractor, the Contractor must take immediate steps to contain and clean up the Medical Waste in accordance with the procedures specified in Contractor’s spill prevention plan.

3. The Contractor shall immediately report the spill of any Medical Waste caused by the Contractor to all appropriate regulators as well as the facility superintendent or designee.

4. The Contractor shall submit a written accident report to DOCCS within 48 hours of the occurrence of any spill of Medical Waste caused by the Contractor. A copy of the report shall be kept on file by the Contractor for a minimum of three (3) years from the date of submission.

Transportation of Medical Waste:

1. The Contractor shall accept for transport only containers that appear to be in intact and show no sign of leakage or other visible packaging deficiencies. The Contractor must provide a procedure for collection, storage, tracking, pick-up, transportation and disposal, and/or recycling of Medical Waste that does not comply with these requirements.

2. Responsibility for the Medical Waste and materials shall pass to the successful Contractor upon the completion of loading materials and waste into the vehicle of said Contractor and the execution of necessary shipping documentation.

3. All vehicles and drivers used for the transportation of Medical Waste shall be in accordance with all applicable Federal and State regulations, including but not limited to, 6 NYCRR Part 248.

4. All vehicles operating under a NYS DEC Waste Transporter Permit, or any out-of-State transporter transporting Medical Waste through New York State, shall carry a spill containment and cleanup kit in the vehicle whenever the Medical Waste is being transported.
5. The Contractor must ensure that all containers of Medical Waste are securely locked at all times during transit through New York.

**Regulated Medical Waste**

The Contractor will be responsible for providing services, including materials, supplies and procedures, for the collection, storage, tracking, pick-up, transportation and disposal, and/or recycling of all Regulated Medical Waste as defined below:

1. Material generated in diagnosis, treatment, immunization, research, production and testing of biologics or health care such as:
   a. Cultures and stocks (microbiological materials)
   b. Human pathological waste
   c. Human blood and blood products
   d. Needles and syringes (sharps)
   e. Other biohazard waste (e.g. Dialysis waste)

**Regulated Medical Waste Containers:**

1. In addition to the materials listed above, the Contractor must supply at no additional charge Regulated Medical Waste Storage Containers and Red Poly liners as detailed below:
   a. Regulated Medical Waste Storage Containers are to be composed of cardboard and available in sizes ranging from 1-5 cubic feet (equivalent to 7.5–37.5 gallons) in volume. These containers must be leak proof, rigid and puncture resistant with a secure fitted cover mechanism. All Containers comply with all OSHA, FDA, DEC, EPA and DOT regulations.
   b. Red Poly liners shall accommodate the volume of the supplied Medical Waste Storage Containers and should comply with all Federal, State and local rules and regulations. Additionally, smaller red poly liners may be necessary in certain clinical areas (5-10 gallon).

2. All Regulated Medical Waste shall be collected and packaged by DOCCS personnel in the 1-5 cubic feet (equivalent to 7.5–37.5 gallons) Red Poly liner Lined Cardboard Boxes supplied by the Contractor.

**Putrescence:**

1. In the event regulated Medical Waste becomes putrescent or emits any odors, the Contractor shall pick up the waste within 48 hours of notification by the facility.

**Hazardous and Non-Hazardous Dental Waste**

The Contractor will be responsible for providing services, including materials, supplies and procedures, for the collection, storage, tracking, pick-up, transportation and disposal, and/or recycling of all Hazardous and Non-Hazardous Dental Waste as defined below:
• X-ray processing chemical waste (developer and fixer)
• Lead foil wrappers (from x-ray film)
• Extracted teeth with mercury containing amalgam
• Mercury containing amalgam waste

Dental Waste Storage Containers:

1. In addition to the materials listed above, the Contractor must supply at no additional charge Dental Waste Storage Containers and all labeling as detailed below:

   a. Dental Waste Storage Containers:

      i. X-ray processing chemical waste storage containers: 5 Gallon Opaque plastic containers. These containers are to be labeled “HAZARDOUS WASTE”.

      ii. Mercury containing amalgam waste and Extracted teeth with mercury containing amalgam waste containers: 1 Quart to ½ Gallon Opaque Plastic Containers. These containers are to be labeled “HAZARDOUS WASTE”.

      iii. Lead Foil Wrapper containers: 1 Quart cardboard box.

**Hazardous and Non-Hazardous Pharmaceutical Waste**

The Contractor will be responsible for providing services, including materials, supplies and procedures, for the collection, storage, tracking, pick-up, transportation and disposal, and/or recycling of all Resource Conservation and Recovery Act (RCRA) Hazardous and Non-Hazardous Pharmaceutical Waste as defined below:

1. Non-hazardous pharmaceuticals, e.g. over-the-counter (OTC) medications, non-RCRA prescription medications, contraceptives, antibiotics, hormones, and controlled substances approved for disposal or destruction

2. Hazardous pharmaceuticals (Hazardous Pharmaceuticals found on the following RCRA hazardous waste classification lists: P-List, U-List, and D-List)

3. Hazardous Pharmaceutical Waste having any of the following four characteristics or material properties that pose a risk of damage to people or the environment: Ignitability, Corrosivity, Reactivity, or Toxicity.

4. Expired medications, unwanted medication (i.e., patient discontinues use) and waste medication (i.e. patient refused to take or spits it out), manufacturers' samples, product used in compounding or Intravenous preparation, spilled or broken product no longer usable for its intended purpose, and any item used in cleaning up a pharmaceutical spill (vermiculite, paper towels, etc.).

Organization/Tracking of Hazardous Pharmaceutical Waste:
1. The Contractor must develop, establish, and maintain a system/list/methodology at each facility for the purpose of simply identifying and appropriately sorting types of Hazardous Pharmaceutical Waste for proper containerization and recordkeeping as required by applicable regulations.

2. The Contractor shall utilize the NYSDEC Hazardous Waste Manifest System, and all associated forms as required by NYSDEC regulations.

Pharmaceutical Waste Storage Containers:

1. In addition to the materials listed above, the Contractor must supply at no additional charge Pharmaceutical Waste Storage Containers and all labeling as detailed below:

   a. Pharmaceutical Waste Storage Containers are to be plastic lidded containers either white or clear/opaque in color. ‘P’ Waste Code containers shall be no larger than 2 gallons in volume. All other Pharmaceutical Waste containers shall be no smaller than two (2) gallons and no larger than five (5) gallons in volume. All Pharmaceutical Waste Containers shall be labeled with a white sticker with black print (Arial Font no smaller than 48 point) identifying the contents by both the Waste Codes and Descriptions as shown below:

   - P – Acute Hazardous
   - U – Toxic Hazardous
   - DC – Characteristic Corrosive Hazardous
   - DI – Characteristic Ignitable Hazardous
   - DR – Characteristic Reactive Hazardous
   - DT – Characteristic Toxic Hazardous
   - SH – Hazardous Pharmaceutical Waste Sharps
   - T – Other DOT - Non-RCRA Waste
   - N – Non-Hazardous Pharmaceutical Waste

Subcontracting for any of the above items will be acceptable to DOCCS. Please refer to Section 5.7 – Subcontractors for guidelines.

4.2 Frequency, Waste Pick-Up Location(s) & Pick-Up Times

Attachment G – Frequency, Waste Pick-Up Location(s) & Pick Up Times lists all correctional facilities and provides the frequency of pickups required, location(s) where the waste is stored, and the allowable times when pickups may occur for each correctional facility.

DOCCS reserves the right to add and/or delete correctional facilities and to modify waste pick-up location(s) and pick-up times. The contractor shall be given timely written notification of any additional or deleted correctional facilities and modification to waste pick-up location(s) and pick-up times.

The frequency of pickups listed are estimated only. Actual frequency of pickups may be higher or lower depending on the needs of the correctional facility. No guarantee on the frequency of pickups is implied or given.
4.3 State Holiday Schedule

Contractor must be aware of the official State holiday schedule. The holiday schedule for 2022 can be accessed by using the following link: http://www.cs.ny.gov/attendance_leave/index.cfm#legal.

Note: State Offices are open on Lincoln’s Birthday (when it falls on a weekday) and Election Day.

4.4 Public Work – Prevailing Wage

This is a public works project and is subject to New York State Department of Labor, Labor Law Section 220. The Contractor shall post the appropriate prevailing wage schedules in a conspicuous place on the site of the public work project. The Department of Labor shall provide the Contractor with posters relating to prevailing wage rates and the same shall be displayed by the Contractor in a conspicuous place at the public work project site. The Contractor shall also distribute wallet cards, to be provided by the Department of Labor, to all workers engaged at the public work project site containing information relating to wage rates and telephone numbers to call if a worker believes his or her rights are being violated. The Contractor shall provide each worker with a written notice, informing them of the applicable prevailing wage requirements, and the Contractor must obtain a signed statement or declaration from such worker attesting to the fact that he or she has been given this information.

Further, the Contractor is required to keep certified copies of its payrolls at the public work project site. Pursuant to the New York State Department of Labor, Labor Law Section 220, paragraph a of subdivision 3-a, the Contractor and all subcontractors shall provide written notice to all laborers, workers, or mechanics of the prevailing wage rate for their particular job classification on each paystub. In the event that the required information will not fit on the pay stub, an accompanying sheet or attachment of the information will suffice. The Contractor and all subcontractors shall post a notice at the beginning of the performance of every public work contract on each job site that includes the telephone number and address for the Department of Labor and a statement informing laborers, workers or mechanics of their right to contact the Department of Labor if he/she is not receiving the proper prevailing rate of wages and/or supplements for his/her particular job classification. The required notification will be provided with each wage schedule, may be downloaded from the NYS DOL website www.labor.ny.gov, or made available upon request by contacting the Bureau of Public Work at 518-457-5589.

The following Prevailing Rate Case Number has been assigned to the project:

PRC #2022900046

To view the PDF version for a specific Region’s wage schedule, Article 9, click on https://apps.labor.ny.gov/wpp/publicViewProject.do?method=showIt&id=1525972
5. CONTRACT CLAUSES AND REQUIREMENTS

5.1 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 (October 2019)
- Contract Resulting from this IFB
- DOCCS Invitation For Bid Number 2022-06 (This Document) including any addenda
- Selected Contractor’s Bid

5.2 Procurement Lobbying Requirement

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

5.3 Sales and Compensating Use Tax Certification Requirements

Complete Form ST-220-CA Contractor Certification. The Contractor must file Form ST-220-CA to certify that it has filed Form ST-220-TD with the Tax Department and that the information contained on Form ST-220-TD is correct and complete as of the date that the Contractor files Form ST-220-CA. Access and complete Form ST-220-CA by using the following link: [http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf](http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf). Please note that Form ST-200-TD must be filed with the NYS Tax Department at the address on the front page of the form. You can access Form ST-220-TD using the following link: [http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf](http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf). For Questions and Answers Concerning Tax Law Section 5-a, go to NYS Department of Tax and Finance at [http://www.tax.ny.gov/pdf/publications/sales/pub223.pdf](http://www.tax.ny.gov/pdf/publications/sales/pub223.pdf).
5.4 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 exempt from disclosure and must be provided at the time of submission of the subject information. Upon notification from DOCCS, Bidders/Contractors must provide a redacted version of the records they wish to be exempted from release. 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.

5.5 General Requirements

The Bidder agrees to

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

2. notify DOCCS of any changes in the legal status or principal ownership of the firm, forty five (45) days in advance of said change.

The Bidder agrees that

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

4. Any contract resulting from this IFB may not be assigned, transferred, conveyed or the work subcontracted without the prior written consent of the Commissioner of DOCCS.

5. For reasons of safety and public policy, in any contract resulting from this IFB, 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. For purposes of any contract resulting from this IFB, the State will not be liable for any expense incurred by the Contractor for any parking fees or as a consequence of any traffic infraction or parking violations attributable to employees of the Contractor.

7. The Commissioner’s interpretation of specifications shall be final and binding upon the Contractor.
8. The Commissioner of DOCCS will make no allowance or concession to the Bidder for any alleged misunderstanding because of quantity, quality, character, location or other conditions.

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

10. **Inspection** – For purposes of any contract resulting from this IFB, 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 IFB 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.

12. It is the Contractor’s responsibility to maintain the equipment and materials provided for the work consistent with applicable safety and health codes.

13. DOCCS reserves the right to reject and bar from the facility any employee hired by the Contractor.

### 5.6 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 IFB, 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 IFB, 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 IFB.
4. Any contract resulting from this IFB 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.

5.7 Subcontractors

1. The State will contract only with the successful Bidder who is the Prime Contractor. The Issuing Office considers the Prime Contractor, the sole Contractor with regard to all provisions of the solicitation and the contract resulting from the solicitation.

2. When bidding, any known / planned use of subcontractors must be disclosed in detail with the bid submission.

3. If subcontractors are to be used for base scope services, it shall be understood that the bid price includes the cost of the subcontractor and no additional markups will be allowed.

4. No subcontract entered into by the Contractor shall relieve the Contractor of any liabilities or obligations in this IFB or the resultant contract.

5. The Contractor accepts full responsibility for the actions of any employee or subcontractor/subcontractor’s employee(s) who carry out any of the provisions of any contract resulting from this IFB.

6. The Contractor’s use of subcontractors shall not diminish the Contractor’s obligations to complete the work in accordance with the contract. The Contractor shall coordinate and control the work of the subcontractors.

7. The Contractor shall be responsible for informing the subcontractors of all terms, conditions, and requirements of the contract documents.

8. During the term of the Contract, before any part of the contract shall be sublet, the Contractor shall submit to DOCCS Division of Support Operations / Contract Procurement Unit, 550 Broadway, Menands, NY 12204, in writing, the name of each proposed subcontractor and obtain written consent to such subcontractor. The names shall be submitted in ample time to permit acceptance or rejection of each proposed subcontractor without causing delay in the work of this contract. The Contractor shall promptly furnish such information as DOCCS may require concerning the proposed subcontractor’s ability and qualifications.

5.8 DOCCS’ Reserved Rights

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

1. Reject any and all bids received in response to this IFB;

2. Withdraw this IFB at any time, at the agency’s sole discretion;

3. Make an award under the IFB in whole or in part;
4. Disqualify any bidder whose conduct and/or proposal fails to conform to the requirements of the IFB;

5. Seek clarifications and revisions of proposals;

6. Use proposal information obtained through site visits, management interviews and the state’s investigation of a bidder’s qualifications, experience, ability or financial standing, and any material or information submitted by the bidder in response to the agency’s request for clarifying information in the course of evaluation and/or selection under the IFB;

7. Prior to the bid opening, amend the IFB specifications to correct errors or oversights, or to supply additional information, as it becomes available;

8. Prior to the bid opening, direct bidders to submit proposal modifications addressing subsequent IFB amendments;

9. Change any of the scheduled dates;

10. Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective bidders;

11. Waive any requirements that are not material;

12. Negotiate with the successful bidder within the scope of the IFB in the best interest of the state;

13. Conduct contract negotiations with the next responsible bidder, should the Department be unsuccessful in negotiating with the selected bidder;

14. Utilize any and all ideas submitted in the proposals received;

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. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of any offerer’s proposal and/or to determine any offerer’s compliance with the requirement of the.

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

5.9 Debriefings

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

5.10 Protest Procedures

In the event unsuccessful bidders wish to protest the award resulting from this IFB, bidders should follow the protest procedures established by the Office of the state Comptroller (OSC). These procedures can be found in Chapter XI section 17 of the Guide to Financial Operations (GFO). Available online at: https://web.osc.state.ny.us/agencies/guide/MyWebHelp

5.11 Termination

1. Mutual Consent: All or any part of this Agreement may be terminated by mutual written agreement of the contracting parties.

2. Cause: All or any part of this Agreement may be terminated immediately by DOCCS, upon written notice or termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Agreement and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Agreement.

3. Convenience: This Agreement may be terminated if DOCCS deems that termination would be in the best interest of DOCCS, provided that DOCCS shall give written notice to the Contractor not less than thirty (30) days prior to the date upon which termination shall become effective.

4. Lack of Funds: If for any reason the state or the Federal government terminates or reduces its appropriation or fails to pay the full amount of the allocation for the operations of one or more programs funded under this Agreement, the Agreement may be terminated or reduced at DOCCS’ discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the State for payment of such costs. Upon termination or reduction of the Agreement, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State. In any event, no liability shall be incurred by the State beyond monies available for the purposes the Agreement. The Contractor acknowledges that any funds due to the State because of disallowed expenditures after audit shall be the Contractor’s responsibility.

5. State Finance Law § 139-k: This Agreement may be terminated in the event it is found that the certification filed by the Contractor during the procurement process as required by New York State Finance Law § 139-k was intentionally false or intentionally incomplete.

6. Bankruptcy: This Agreement may be deemed terminated immediately at the option of the state upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligations by the State to the Contractor.

In the event of termination, the contractor shall be entitled to compensation for Services performed through the date of termination which are acceptable to DOCCS, in DOCCS’ sole discretion. In the event of suspension, the Contractor shall be entitled to
compensation for non-suspended Services which are acceptable to DOCCS, in its sole discretion.

5.12 NYS Vendor Responsibility Questionnaire

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

DOCCS recommends each Bidder 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/files/vendors/2017-11/vendrep-system-welcome-package.pdf or to enroll, go directly to the VendRep System online at https://www.osc.state.ny.us/state-vendors/vendrep/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 http://www.osc.state.ny.us/portal/contactbuss.htm. Bidders opting to complete the paper questionnaire can access this form and associated definitions via the OSC website at: http://www.osc.state.ny.us/vendrep/forms_vendor.htm.

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

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

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

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

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

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

5.13 M/WBE and EEO Requirements

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

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

Business Participation Opportunities for MWBEs

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

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

The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25 percent of the total value of the contract.
In accordance with 5 NYCRR § 142.13, the bidder further acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in a Contract resulting from this solicitation, such finding constitutes a breach of contract and DOCCS may withhold payment as liquidated damages.

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

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

1. An MWBE Utilization Plan with their bid or proposal. Any modifications or changes to an accepted MWBE Utilization Plan after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to DOCCS for review and approval. DOCCS will review the submitted MWBE Utilization Plan and advise the bidder of DOCCS acceptance or issue a notice of deficiency within 30 days of receipt.

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

DOCCS may disqualify a bidder as being non-responsive under the following circumstances:
   a) If a bidder fails to submit an MWBE Utilization Plan;
   b) If a bidder fails to submit a written remedy to a notice of deficiency;
   c) If a bidder fails to submit a request for waiver; or
   d) If DOCCS determines that the bidder has failed to document good faith efforts.

The successful bidder will be required to attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract Award may be made at any time during the term of the Contract to DOCCS, but must be made no later than prior to the submission of a request for final payment on the Contract.
The successful bidder will be required to submit a quarterly MWBE Contractor Compliance & Subcontractor Payment Report to DOCCS, by the 10th day following each end of quarter as applicable over the term of the Contract documenting the progress made toward achievement of the MWBE goals of the Contract.

Equal Employment Opportunity Requirements

By submission of a bid or proposal in response to this solicitation, the bidder agrees with all of the terms and conditions of Appendix A – Standard Clauses for All New York State Contracts including Clause 12 - Equal Employment Opportunities for Minorities and Women. The bidder is required to ensure that it and any subcontractors awarded a subcontract for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work"), except where the Work is for the beneficial use of the bidder, undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability, sexual orientation, military status, marital status, domestic violence victim status, arrest or conviction record, or predisposing genetic characteristics. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.

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

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

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

5.14 Service-Disabled Veteran-Owned Business

PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN-OWNED BUSINESSES
Article 17-B of the New York State Executive Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses (“SDVOBs”), thereby further integrating such businesses into New York State’s economy. DOCCS recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of DOCCS contracts. In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Bidders/Contractors are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles. For purposes of this procurement, DOCCS conducted a comprehensive search and determined that the Contract does not offer sufficient opportunities to set specific goals for participation by SDVOBs as subcontractors, service providers, and suppliers to Contractor. Nevertheless, Bidder/Contractor is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at: https://ogs.ny.gov/veterans/

Bidder/Contractor is encouraged to contact the Office of General Services’ Division of Service-Disabled Veteran’s Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss methods of maximizing participation by SDVOBs on the Contract.

5.15 Executive Order Number 177
Bidders must review Executive Order 177 prior to submitting bids. You may access the executive order on the Governor’s website at: https://www.governor.ny.gov/sites/default/files/atoms/files/EO177.pdf

Bidders shall complete the EO 177 Certification form located in Attachment C – Legal Required Forms as evidence of compliance with the foregoing and submit with bid.

5.16 Sexual Harassment Prevention

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.

5.17 References

Bidders may be required to provide references of the bidder’s largest customers. References shall be commercial or governmental accounts and should demonstrate the ability of the vendor to perform jobs similar in scope to the size, nature and complexity of the outlined bid. The references shall include the:

- Name, address, contact person, telephone number, and number of years bidder has serviced the referenced account,
- Volume of business performed within the past three years for each referenced account.

5.18 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. During the Term, no person who is employed by the Contractor or its Subcontractors and who is disqualified from providing services under this Contract pursuant to any Ethics Requirements may share in any net revenues of the Contractor or its Subcontractors derived from this Contract. The Contractor shall identify and provide the State with notice of those employees of the Contractor and its Subcontractors who are former employees of the State that will be assigned to perform services under this Contract, and make sure that such employees comply with all applicable laws and prohibitions. The State may request that the Contractor provide it with whatever information the State deems appropriate about each such person’s engagement, work cooperatively with the State to solicit advice from the New York State Joint Commission on Public Ethics, and, if deemed appropriate by the State, instruct any such person to seek the opinion of the New York State Joint Commission on Public Ethics. The State shall have the right to withdraw or withhold approval of any Subcontractor if utilizing such
Subcontractor for any work performed hereunder would be in conflict with any of the Ethics Requirements. The State shall have the right to terminate this Contract at any time if any work performed hereunder is in conflict with any of the Ethics Requirements.

5.19 Non-Collusive Bidding Certification

(Reference: State Finance Law Section 139-d and Appendix A, Clause 7)

In accordance with New York State Finance Law §139-d, by submitting its bid each bidder and each person signing on behalf of any other bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief:

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

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

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

In the event that the bidder is unable to certify as stated above, the bidder shall provide a signed statement which sets forth in detail the reasons why the bidder is unable to furnish the certificate as required in accordance with State Finance law Section 139-d(1)(b).

5.20 DOCCS Departmental Directives, Policies and Procedures

The Contractor shall agree to abide by all relevant departmental directives, policies and procedures (see Attachment H). All of the Contractor’s employees and subcontractors that provide services are subject to background checks.

Upon award of the contract, the Contractor will be provided with appropriate instructions with respect to Department rules, regulations, and directives.

5.21 Contractor Insurance Requirements

See Attachment C
ATTACHMENT A

Appendix A - Standard Clauses for New York State Contracts
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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-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

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

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds $5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (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. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

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

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

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

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

NYS Department of Economic Development Division of Minority and Women's Business Development 633 Third Avenue New York, NY 10017 212-803-2414 email: mwbecertification@esd.ny.gov https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp
The Omnibus Procurement Act of 1992 (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 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](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 B

Bid Cost Form and Instructions
(Excel Spreadsheet)
ATTACHMENT C

Legal Required Forms

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

- Procurement Lobbying Certification / Prior Non-Responsibility Determinations / Offeror Certification / Procurement Lobbying Termination
- Vendor Responsibility Questionnaire (if not completed online) (see Section 5.12 for information and web links to complete)
- EO 177 Certification
- State Finance Law § 139-l
- Vendor Assurance of No Conflict of Interest or Detrimental Effect
- MWBE/ EEO/ SDVOB Forms as applicable forms available at: https://doccs.ny.gov/procurement-opportunities

The following documentation will be required only upon notice of tentative award:

- Compliance with Workers’ Compensation and NYS Disability Benefits Insurance Requirements (see Attachment D):
  - Proof of Compliance with Workers’ Compensation Coverage
  - Proof of Compliance with Disability Benefits Coverage
- Contractor Insurance Requirements (see Attachment D):
  - Commercial General Liability
  - Comprehensive Business Automobile Liability
  - Environmental Liability
- Tax and Finance Form ST-220-CA (Form ST-220-TD is filed directly with NYS Department of Tax & Finance) – To access and complete these forms, use the following links:
- Non-Disclosure Agreement
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: https://ogs.ny.gov/acpl

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: __________________________________________

1 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.

2 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-l 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.

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Vendor Assurance of No Conflict of Interest or Detrimental Effect

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

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

1. The fulfillment of obligations by the Firm, as proposed in the response, does not violate any existing contracts or agreements between the Firm and the State;

2. The fulfillment of obligations by the Firm, as proposed in the response, does not and will not create any conflict of interest, or perception thereof, with any current role or responsibility that the Firm has with regard to any existing contracts or agreements between the Firm and the State;

3. The fulfillment of the obligations by the Firm, as proposed in the response, does not and will not compromise the Firm’s ability to carry out its obligations under any existing contracts between the Firm and the State;

4. The fulfillment of any other contractual obligations that the Firm has with the State will not affect or influence its ability to perform under this contract;

5. During the negotiation and execution of this contract, the Firm will not knowingly take any action or make any decision which creates a potential for conflict of interest or might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another;

6. In fulfilling obligations under each of its State contracts, 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 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.

IFB 2022-06 Medical Waste Management Services
ENCOURAGING USE OF NEW YORK STATE BUSINESSES
IN CONTRACT PERFORMANCE

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

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

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

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

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

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).
THIS NONDISCLOSURE AGREEMENT is entered 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 IFB 2022-06, and all personal information including but not limited to NYSID #’s.

3. The Recipient shall keep the information confidential and shall use the confidential information only for the contract resulting from IFB 2022-06 Medical Waste Management Services. The Recipient shall not make any copies of the confidential information except as necessary for its employees who are entitled to view it under Section 1 above. Any copies made shall be identified as belonging to DOCCS and marked “confidential” or with a similar legend.

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

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

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

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

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

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

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

11. This agreement controls information that is disclosed to Recipient for the entire term of any contract resulting from IFB 2022-06 Medical Waste Management Services.

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: _____________________
Title: Director, Budget and Finance
Date: _______________

CONTRACTOR NAME

By: ____________________________
Print Name: _____________________
Title: __________________________
Date: _______________
ATTACHMENT D

Contractor Insurance Requirements
Indemnification
The Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and save harmless the DOCCS from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property and intellectual property, caused by any intentional act or negligence of Contractor, its agents, employees, partners, or subcontractors, without limitation; provided, however, that the contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the DOCCS.

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.
Bidders and Contractors shall deliver to DOCCS evidence of the insurance required by this Solicitation and any Contract resulting from this Solicitation in a form satisfactory to DOCCS. Policies must be written in accordance with the requirements of the paragraphs below, as applicable. While acceptance of insurance documentation shall not be unreasonably withheld, condition or delayed, acceptance and/or approval by DOCCS does not, and shall not be construed to, relieve Bidders or Contractors of any obligations, responsibilities or liabilities under this Solicitation or any Contract resulting from this Solicitation.
The Contractor shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages during the term of the Contract.

A. General Conditions Applicable to Insurance. All policies of insurance required by this Solicitation or any Contract resulting from this Solicitation shall comply with the following requirements:

1. Coverage Types and Policy Limits. The types of coverage and policy limits required from Bidders and Contractors are specified in Paragraph B Insurance Requirements below.

2. Policy Forms. Except as otherwise specifically provided herein, or agreed to in the Contract resulting from this Solicitation, all policies of insurance required by this Section shall be written on an occurrence basis.

3. Certificates of Insurance/Notices. Bidders and Contractors shall provide DOCCS with a Certificate or Certificates of Insurance, in a form satisfactory to DOCCS as detailed below, and pursuant to the timelines set forth in Section B below. Certificates shall reference the Solicitation or award number and shall name The New York State Department of Corrections and Community Supervision, Harriman Campus, 1220 Washington Avenue, Albany, New York 12226-2050, as the certificate holder.
Certificates of Insurance shall

- Be in the form acceptable to DOCCS and in accordance with the New York State Insurance Law (e.g., an ACORD certificate);
- Disclose any deductible, self-insured retention, aggregate limit or exclusion to the policy that materially changes the coverage required by this Solicitation or any Contract resulting from this Solicitation;
- Refer to this Solicitation and any Contract resulting from this Solicitation by award number;
- Be signed by an authorized representative of the referenced insurance carriers; and
- Contain the following language in the Description of Operations / Locations / Vehicles section: Additional insured protection afforded is on a primary and non-contributory basis. A waiver of subrogation is granted in favor of the additional insureds.

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

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

4. **Primary Coverage.** All liability insurance policies shall provide that the required coverage shall be primary and non-contributory to other insurance available to the People of the State of New York, the New York State Department of Corrections and Community Supervision, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees. Any other insurance maintained by the People of the State of New York, the New York State Department of Corrections and Community Supervision, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees shall be excess of all applicable Contractor’s insurance, including any umbrella and/or excess policies, and shall not contribute with the Bidder/Contractor’s insurance.

5. **Breach for Lack of Proof of Coverage.** The failure to comply with the requirements of this Section at any time during the term of the Contract shall be considered a breach of the terms of the Contract and shall allow the People of the State of New York, the New York State Department of Corrections and Community Supervision, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees to avail themselves of all remedies available under the Contract or at law or in equity.

6. **Self-Insured Retention/Deductibles.** Certificates of Insurance must indicate the applicable deductibles/self-insured retentions for each listed policy. Deductibles or self-insured retentions above $100,000.00 are subject to approval from DOCCS. Such approval shall not be unreasonably withheld, conditioned or delayed. Bidders and Contractors shall be solely responsible for all claim expenses and loss payments within the deductibles or self-insured retentions. If the Bidder/Contractor is providing the
required insurance through self-insurance, evidence of the financial capacity to support the self-insurance program along with a description of that program, including, but not limited to, information regarding the use of a third-party administrator shall be provided upon request. If the Contractor is unable to meet their obligation under any deductible, self-insured retention or self-insurance, neither the People of the State of New York nor DOCCS will be obligated to drop down to cover those amounts.

7. **Subcontractors.** Prior to the commencement of any work by a Subcontractor, the Contractor shall require such Subcontractor to procure policies of insurance as required by this Section and maintain the same in force during the term of any work performed by that Subcontractor.

8. **Waiver of Subrogation.** For all liability policies and the workers’ compensation insurance required below, the Bidder/Contractor shall cause to be included in its policies insuring against loss, damage or destruction by fire or other insured casualty a waiver of the insurer’s right of subrogation against The People of the State of New York, the New York State Department of Corrections and Community Supervision, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees, or, if such waiver is unobtainable (i) an express agreement that such policy shall not be invalidated if the Contractor waives or has waived before the casualty, the right of recovery against The People of the State of New York, the New York State Department of Corrections and Community Supervision, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees or (ii) any other form of permission for the release of The People of the State of New York, the New York State Department of Corrections and Community Supervision, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees. A Waiver of Subrogation Endorsement shall be provided upon request. A blanket Waiver of Subrogation Endorsement evidencing such coverage is also acceptable.

9. **Additional Insured.** The Contractor shall cause to be included in each of the liability policies required below, ISO form CG 20 10 11 85 (or a form or forms that provide equivalent coverage, such as the combination of CG 20 10 04 13 and CG 20 37 04 13) and form CA 20 48 10 13 (or a form or forms that provide equivalent coverage), naming as additional insureds: The People of the State of New York, the New York State Department of Corrections and Community Supervision, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees. An Additional Insured Endorsement evidencing such coverage shall be provided to DOCCS pursuant to the timelines set forth in Section B below. A blanket Additional Insured Endorsement evidencing such coverage is also acceptable. For Contractors who are self-insured, the Contractor shall be obligated to defend and indemnify the above-named additional insureds with respect to Commercial General Liability and Business Automobile Liability, in the same manner that the Contractor would have been required to pursuant to this Section had the Contractor obtained such insurance policies.

10. **Excess/Umbrella Liability Policies.** Required insurance coverage limits may be provided through a combination of primary and excess/umbrella liability policies; however, a minimum of 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.

11. **Notice of Cancellation or Non-Renewal.** Policies shall be written so as to include the requirements for notice of cancellation or non-renewal in accordance with the New York State Insurance Law. Within five (5) business days of receipt of any notice of cancellation or non-renewal of insurance, the Contractor shall provide DOCCS with a copy of any such notice received from an insurer together with proof of replacement coverage that complies with the insurance requirements of this Solicitation and any Contract resulting from this Solicitation.

12. **Policy Renewal/Expiration** Upon policy renewal/expiration, evidence of renewal or replacement of coverage that complies with the insurance requirements set forth in this Solicitation and any Contract resulting from this Solicitation shall be delivered to DOCCS. If, at any time during the term of any Contract resulting from this Solicitation, the coverage provisions and limits of the policies required herein do not meet the provisions and limits set forth in this Solicitation or any Contract resulting from this Solicitation, or proof thereof is not provided to DOCCS, the Contractor shall immediately cease work. The Contractor shall not resume work until authorized to do so by DOCCS.

13. **Deadlines for Providing Insurance Documents after Renewal or Upon Request.** As set forth herein, certain insurance documents must be provided to the DOCCS Procurement Services contact identified in the Contract Award Notice after renewal or upon request. This requirement means that the Contractor shall provide the applicable insurance document to DOCCS as soon as possible but in no event later than the following time periods:

- For certificates of insurance: 5 business days
- For information on self-insurance or self-retention programs: 15 calendar days
- For other requested documentation evidencing coverage: 15 calendar days
- For additional insured and waiver of subrogation endorsements: 30 calendar days

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

**B. Insurance Requirements**

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

<table>
<thead>
<tr>
<th>Insurance Type</th>
<th>Proof of Coverage is Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial General Liability</td>
<td>[Not less than $2,000,000 each occurrence] Upon tentative award and updated in accordance with Contract.</td>
</tr>
<tr>
<td>General Aggregate</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Environmental Liability</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>Insurance Type</td>
<td>Liability</td>
</tr>
<tr>
<td>--------------------------------</td>
<td>---------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Business Automobile Liability</td>
<td>[Not less than $2,000,000 each occurrence]</td>
</tr>
<tr>
<td>Workers’ Compensation</td>
<td>C-105.2. SI-12, U26.3 or GSI-105.2 (acceptable forms)</td>
</tr>
<tr>
<td>Disability Benefits</td>
<td>DB-120.1 or DB-155 (acceptable forms)</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).

   Policy shall include bodily injury, property damage and broad form contractual liability coverage.
   - General Aggregate
   - Products – Completed Operations Aggregate
   - Personal and Advertising Injury
   - Each Occurrence

   Coverage shall include, but not be limited to, the following:
   - Premises liability;
   - Independent contractors;
   - Blanket contractual liability, including tort liability of another assumed in a contract;
   - Defense and/or indemnification obligations, including obligations assumed under the Contract;
   - Cross liability for additional insureds;
   - Products/completed operations for a term of no less than three (3) years, commencing upon acceptance of the work, as required by the Contract;

2. **Environmental Liability Insurance**: if the work involves abatement, removal, repair, replacement, enclosure, encapsulation and/or disposal of any pollutants, which includes but are not limited to, petroleum, petroleum product, hazardous materials or substances, including asbestos, lead, fungus and those as defined by applicable state and federal laws and regulations, the Contractor shall maintain in full force and effect throughout the term hereof, pollution legal liability insurance with limits of not less than $2,000,000, providing coverage for bodily injury and property damage, including less of use of damaged property or of property that has not been physically injured. Such policy shall provide coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants, including any loss cost or expense incurred as a result of any cleanup of pollutants or in the investigation, settlement or defense of any claim, suit, or proceedings against DOCCS arising for the Contractor’s work.

3. **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. Workers’ Compensation Insurance and Disability Benefits Requirements

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

Proof of Compliance with Workers’ Compensation Coverage Requirements:

- Form CE-200, Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers’ Compensation and/or Disability Benefits Insurance Coverage is Not Required, which is available on the Workers’ Compensation Board’s website (www.wcb.ny.gov);
- Form C-105.2 (9/07), Certificate of Workers’ Compensation Insurance, sent to DOCCS by the Contractor's insurance carrier upon request, or if coverage is provided by the New York State Insurance Fund, they will provide Form U-26.3 to DOCCS upon request from the Contractor; or
- Form SI-12, Certificate of Workers’ Compensation Self-Insurance, available from the New York State Workers’ Compensation Board’s Self-Insurance Office, or
Proof of Compliance with Disability Benefits Coverage Requirements:

- Form CE-200, Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers’ Compensation and/or Disability Benefits Insurance Coverage is Not Required, which is available on the Workers’ Compensation Board’s website (www.wcb.ny.gov);
- Form DB-120.1, Certificate of Disability Benefits Insurance, sent to DOCCS by the Contractor’s insurance carrier upon request; or

ATTACHMENT E

Bid Submission Checklist
# Bid Submission Checklist

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

<table>
<thead>
<tr>
<th>Check Box</th>
<th>Checklist Item</th>
<th>Number of Originals</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Bid Signature Page (see Page 3)</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>Cover Letter, signed by authorized representative, providing all required information/documentation (see Sections 1.4 &amp; 2.2.1)</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>Bid Cost Form (see Attachment B)</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>Signed copies of any addenda released for this solicitation</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>Bid Submission Checklist (this form)</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td><strong>Legal Required Forms</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Procurement Lobbying Certification / Prior Non-Responsibility Determinations / Offeror Certification / Procurement Lobbying Termination (see Attachment C)</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>Vendor Responsibility Questionnaire (see Section 5.11):</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Online Questionnaire Certified Date: _______</td>
<td></td>
</tr>
<tr>
<td></td>
<td>OR</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Paper Questionnaire Submission</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>EO 177 Certification</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>State Finance Law § 139-I Certification</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>Vendor Assurance of No Conflict of Interest or Detrimental Effect</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>Encouraging Use of NYS Businesses in Contract Performance (see Attachment C)</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td><strong>M/WBE Required Forms</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>M/WBE – EEO Policy Statement (see Section 5.13)</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>EEO Staffing Plan (see Section 5.13)</td>
<td>1</td>
</tr>
</tbody>
</table>

AUTHORIZED SIGNATURE    COMPANY NAME

PRINTED NAME         TITLE

DATE
ATTACHMENT F

HUB Breakdown

New York State DOCCS Facilities and Regional Map
### HUB BREAKDOWN

#### REGION 1
**Wende Hub**
- Albion CF
- Attica CF
- Collins CF
- Groveland CF
- Lakeview SICF
- Orleans CF
- Wende CF
- Wyoming CF

#### REGION 2
**Watertown & Clinton Hubs**
- Adirondack CF
- Altona CF
- Bare Hill CF
- Cape Vincent CF
- Clinton CF
- Franklin CF
- Gouverneur CF
- Riverview CF
- Upstate CF

#### REGION 3
**Elmira & Oneida Hubs**
- Auburn CF
- Cayuga CF
- Elmira CF
- Five Points CF
- Hale Creek CF
- Marcy CF
- Mid-State CF
- Mohawk CF

#### REGION 4
**Sullivan & Great Meadow Hubs**
- Coxsackie CF
- Eastern CF
- Great Meadow CF
- Greene CF
- Hudson CF
- Otisville CF
- Shawangunk CF
- Sullivan CF
- Ulster CF
- Wallkill CF
- Washington CF
- Woodbourne CF

#### REGION 5
**Green Haven & NYC Hubs**
- Bedford Hills CF
- Edgecombe CF
- Fishkill CF
- Green Haven CF
- Queensboro CF
- Sing Sing CF
- Taconic CF
- Taconic CF
- Taconic CF
ATTACHMENT G

Frequency, Waste Pick-Up Location(s) & Pick-Up Times
## Attachment G - Frequency, Waste Pick-Up Location(s) & Pick-Up Times

<table>
<thead>
<tr>
<th>CORRECTIONAL FACILITY</th>
<th>ESTIMATED FREQUENCY</th>
<th>WASTE PICK-UP LOCATION(S)</th>
<th>PICK-UP TIMES (allowable times when pickups may occur)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>REGION 1</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>(WENDE HUB)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Albion CF 3595 State School Rd. Albion, NY 14411</td>
<td>Monthly</td>
<td>medical waste building</td>
<td>Monday - Friday 8:00 AM - 2:00 PM</td>
</tr>
<tr>
<td>Attica CF 639 Exchange Street Attica, NY 14011</td>
<td>Monthly</td>
<td>hospital</td>
<td>Monday - Friday 8:00 AM - 2:00 PM</td>
</tr>
<tr>
<td>Collins CF Middle Road Collins, NY 14034</td>
<td>Monthly</td>
<td>medical waste room</td>
<td>Monday - Friday 8:00 AM - 11:00 AM &amp; 12:00 pm - 2:30 PM</td>
</tr>
<tr>
<td>Groveland CF 7000 Sonyea Rd., Sonyea, NY 14556</td>
<td>Monthly</td>
<td>shed outside fence line</td>
<td>Monday - Friday 7:30 AM - 3:30 PM</td>
</tr>
<tr>
<td>Lakeview SICF 9300 Lake Avenue Brockton, NY 14716</td>
<td>Monthly</td>
<td>shed outside infirmary</td>
<td>Monday - Friday 8:00 AM - 2:30 PM</td>
</tr>
<tr>
<td>Orleans CF 3595 Gaines Basin Road Albion, NY 14411</td>
<td>Monthly</td>
<td>storage shed</td>
<td>Monday - Friday 8:30 AM - 2:00 PM</td>
</tr>
<tr>
<td>Wende CF 3040 Wende Road Alden, NY 14004</td>
<td>Bi-Monthly</td>
<td>rear loading dock area</td>
<td>Tuesday – Friday 11:00 AM – 1:30 PM</td>
</tr>
<tr>
<td>Wyoming CF 3203 Dunbar Road Attica, NY 14011</td>
<td>Monthly</td>
<td>medical waste building</td>
<td>Monday - Friday 8:00 AM – 2:00 PM</td>
</tr>
</tbody>
</table>
## Attachment G - Frequency, Waste Pick-Up Location(s) & Pick-Up Times (continued)

<table>
<thead>
<tr>
<th>CORRECTIONAL FACILITY</th>
<th>ESTIMATED FREQUENCY</th>
<th>WASTE PICK-UP LOCATION(S)</th>
<th>PICK-UP TIMES (allowable times when pickups may occur)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>REGION 2</strong> (WATERTOWN &amp; CLINTON HUBS)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Adirondack CF</td>
<td>Quarterly</td>
<td>behind gym</td>
<td>Monday - Friday 8:00 AM - 10:30 AM &amp; 11:45 AM - 2:30 PM</td>
</tr>
<tr>
<td>196 Ray Brook Road</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ray Brook, NY 12977</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Altona CF</td>
<td>Monthly</td>
<td>medical waste building</td>
<td>Monday - Friday 8:30 AM - 11:30 AM &amp; 12:30 PM - 2:30 PM</td>
</tr>
<tr>
<td>555 Devils Den Road</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Altona, NY 12910</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bare Hill CF</td>
<td>Monthly</td>
<td>medical waste building</td>
<td>Monday - Friday 8:00 AM - 2:00 PM</td>
</tr>
<tr>
<td>181 Brand Road</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Malone, NY 12953</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cape Vincent CF</td>
<td>Monthly</td>
<td>medical waste bldg. #29</td>
<td>Monday – Friday 8:00 AM – 2:00 PM</td>
</tr>
<tr>
<td>36560 State Route 12E</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cape Vincent, NY 13618</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Clinton CF</td>
<td>Monthly</td>
<td>medical waste storage area</td>
<td>Monday - Friday 8:00 AM - 2:00 PM</td>
</tr>
<tr>
<td>1156 Route 374</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dannemora, NY 12829</td>
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<td></td>
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<tr>
<td>Franklin CF</td>
<td>Monthly</td>
<td>medical waste building</td>
<td>Monday - Friday 8:00 AM - 2:30 PM</td>
</tr>
<tr>
<td>62 Bare Hill Road</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Malone, NY 12953</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gouverneur CF</td>
<td>Monthly</td>
<td>medical waste building</td>
<td>Monday - Friday 8:00 AM - 2:30 PM</td>
</tr>
<tr>
<td>112 Scotch Settlement Rd.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gouverneur, NY 13642</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Riverview CF</td>
<td>Monthly</td>
<td>medical waste building</td>
<td>Monday - Friday 8:00 AM - 3:00 PM</td>
</tr>
<tr>
<td>1110 Tibbits Drive</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ogdensburg, NY 13669</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Upstate CF</td>
<td>Monthly</td>
<td>medical waste building</td>
<td>Monday - Friday 8:00 AM - 2:00 PM</td>
</tr>
<tr>
<td>309 Bare Hill Road</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Malone, NY 12953</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## Attachment G - Frequency, Waste Pick-Up Location(s) & Pick-Up Times

### (continued)

<table>
<thead>
<tr>
<th>CORRECTIONAL FACILITY</th>
<th>ESTIMATED FREQUENCY</th>
<th>WASTE PICK-UP LOCATION(S)</th>
<th>PICK-UP TIMES (allowable times when pickups may occur)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Auburn CF</td>
<td>Bi-Weekly</td>
<td>medical waste shed</td>
<td>Monday - Friday 8:00 AM - 4:00 PM</td>
</tr>
<tr>
<td>135 State Street</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Auburn, NY 13021</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cayuga CF</td>
<td>Bi-Monthly</td>
<td>medical waste shed</td>
<td>Monday - Friday 8:00 AM - 10:45 AM &amp; 12:15 PM - 2:30 PM</td>
</tr>
<tr>
<td>2202 State Route 38A</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Moravia, NY 13118</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Elmira CF</td>
<td>Monthly</td>
<td>outside gates/fence</td>
<td>Monday - Friday 8:00 AM - 3:00 PM</td>
</tr>
<tr>
<td>1879 Davis Street</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Elmira, NY 14902</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Five Points CF</td>
<td>Monthly</td>
<td>infirmary</td>
<td>Monday - Friday 8:00 AM - 11:00 AM</td>
</tr>
<tr>
<td>6600 State Route 96</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Romulus, NY 14541</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hale Creek ASACTC</td>
<td>Monthly</td>
<td>medical building</td>
<td>Monday - Friday 7:00 AM - 2:45 PM</td>
</tr>
<tr>
<td>279 Maloney Rd.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Johnstown, NY 12095</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Marcy CF</td>
<td>Monthly</td>
<td>shed behind medical building</td>
<td>Monday - Friday 8:00 AM - 11:00 AM &amp; 12:00 PM - 2:00 PM</td>
</tr>
<tr>
<td>9000 Old River Rd.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Marcy, NY 13403</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mid-State CF</td>
<td>Monthly</td>
<td>medical waste building</td>
<td>Monday - Friday 8:00 AM - 11:00 AM &amp; 1:00 PM - 3:00 PM</td>
</tr>
<tr>
<td>9005 Old River Road</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Marcy, NY 13403</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mohawk CF</td>
<td>Monthly</td>
<td>Walsh, PCU, &amp; dispensing pharmacy</td>
<td>Monday - Friday 8:00 AM - 4:00 PM</td>
</tr>
<tr>
<td>6100 School Road</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rome, NY 13440</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### New York State Department of Corrections and Community Supervision

**Attachment G - Frequency, Waste Pick-Up Location(s) & Pick-Up Times**  
(continued)

<table>
<thead>
<tr>
<th>CORRECTIONAL FACILITY</th>
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<th>WASTE PICK-UP LOCATION(S)</th>
<th>PICK-UP TIMES (allowable times when pickups may occur)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>REGION 4 (SULLIVAN &amp; GREAT MEADOW HUBS)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Coxsackie CF 11260 Route 9W Coxsackie, NY 12051</td>
<td>Monthly</td>
<td>medical waste room</td>
<td>Monday - Friday 8:00 AM - 2:00 PM</td>
</tr>
<tr>
<td>Eastern CF 30 Institution Rd. Napanoch, NY 12458</td>
<td>Bi-Weekly</td>
<td>medical waste building</td>
<td>Monday - Friday 8:00 AM - 2:00 PM</td>
</tr>
<tr>
<td>Great Meadow CF 11739 State Route 22 Comstock, NY 12821</td>
<td>Monthly</td>
<td>medical waste shed</td>
<td>Monday - Friday 8:00 AM - 2:30 PM</td>
</tr>
<tr>
<td>Greene CF 165 Plank Road Coxsackie, NY 12051</td>
<td>Monthly</td>
<td>storage Shed</td>
<td>Monday - Friday 8:30 AM - 2:30 PM</td>
</tr>
<tr>
<td>Hudson CF 50 East Court Street Hudson, NY 12534</td>
<td>Monthly</td>
<td>box outside medical building</td>
<td>Monday - Friday 8:00 AM - 2:00 PM</td>
</tr>
<tr>
<td>Otisville CF 57 Sanitorium Road Otisville, NY 10963</td>
<td>Bi-Weekly</td>
<td>storage shed near medical building</td>
<td>Monday – Friday 8:00 AM – 2:30 PM</td>
</tr>
<tr>
<td>Shawangunk CF 200 Quick Rd. Wallkill, NY 12589</td>
<td>Monthly</td>
<td>storage shed</td>
<td>Monday - Friday 8:00 AM - 11:00 AM &amp; 1:00 PM - 2:30 PM</td>
</tr>
<tr>
<td>Sullivan CF 325 Riverside Drive Fallsburg, NY 12733</td>
<td>Monthly</td>
<td>through rear gate</td>
<td>Monday – Friday 8:00 AM – 2:30 PM</td>
</tr>
<tr>
<td>Ulster CF 750 Berme Road Napanoch, NY 12458</td>
<td>Monthly</td>
<td>medical building / regional pharmacy</td>
<td>Monday - Friday 7:30 AM - 10:30 AM &amp; 12:00 PM - 2:00 PM</td>
</tr>
<tr>
<td>Wallkill CF 50 McKenderick Road Wallkill, NY 12589</td>
<td>Monthly</td>
<td>storage shed</td>
<td>Monday - Friday 7:30 AM - 2:30 PM</td>
</tr>
<tr>
<td>Washington CF 72 Lock 11 Lane Comstock, NY 12821</td>
<td>Monthly</td>
<td>medical waste building</td>
<td>Monday - Friday 8:00 AM - 11:00 AM &amp; 12:00 PM - 2:00 PM</td>
</tr>
<tr>
<td>Woodbourne CF 99 Prison Road Woodbourne, NY 12788</td>
<td>Monthly</td>
<td>medical department</td>
<td>Monday - Friday 8:00 AM - 4:00 PM</td>
</tr>
<tr>
<td>CORRECTIONAL FACILITY</td>
<td>ESTIMATED FREQUENCY</td>
<td>WASTE PICK-UP LOCATION(S)</td>
<td>PICK-UP TIMES (allowable times when pickups may occur)</td>
</tr>
<tr>
<td>------------------------</td>
<td>---------------------</td>
<td>---------------------------</td>
<td>-------------------------------------------------------</td>
</tr>
<tr>
<td><strong>REGION 5</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>(GREEN HAVEN &amp; NYC HUBS)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bedford Hills CF</td>
<td>Bi-Weekly</td>
<td>rear loading dock</td>
<td>Tuesday – Thursday 7:30 AM – 10:00 AM</td>
</tr>
<tr>
<td>247 Harris Road</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bedford Hills, NY 10507</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Edgecombe CF</td>
<td>Weekly</td>
<td>front door</td>
<td>Monday - Friday 8:00 AM - 4:00 PM</td>
</tr>
<tr>
<td>611 Edgecombe Ave.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>New York, NY 10032</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fishkill CF</td>
<td>Bi-Weekly</td>
<td>RMU basement</td>
<td>Monday – Friday 8:00 AM – 1:30 PM</td>
</tr>
<tr>
<td>18 Strack Drive</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Beacon, NY 12508</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Green Haven CF</td>
<td>Monthly</td>
<td>locked shed</td>
<td>Monday - Friday 7:00 AM - 2:00 PM</td>
</tr>
<tr>
<td>594 Route 216</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Stormville, NY 12582</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Queensboro CF</td>
<td>Monthly</td>
<td>loading dock</td>
<td>Monday - Friday 8:00 AM - 11:00 AM</td>
</tr>
<tr>
<td>47-04 Van Dam Street</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Long Island City, NY 11101</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sing Sing CF</td>
<td>Monthly</td>
<td>medical waste building</td>
<td>Monday – Friday 8:00 AM – 2:30 PM</td>
</tr>
<tr>
<td>354 Hunter Street</td>
<td></td>
<td>(hospital basement)</td>
<td></td>
</tr>
<tr>
<td>Ossining, NY 10562</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Taconic CF</td>
<td>Monthly</td>
<td>front of 93 bldg. shed</td>
<td>Monday - Friday 8:00 AM - 3:00 PM</td>
</tr>
<tr>
<td>250 Harris Road</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bedford Hills, NY 10507</td>
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</tbody>
</table>
ATTACHMENT H

DOCCS Directive #2216
I. POLICY: All employees and contractors of the Department of Corrections and Community Supervision (DOCCS) will be subjected to a criminal history inquiry in order to obtain background information pertinent to the security of operations, to verify data on employment applications, and to receive notification when Department employees are arrested. Employees and contractors may also be fingerprinted in accordance with this directive. This policy applies to all titles as defined in Section II, Definitions.

II. DEFINITIONS

A. Employee: An individual paid either annually, by calendar, 21 pay periods, or by a fee to perform duties within a correctional facility.

B. Part-Time/Half-Time Employee: An annual salaried employee whose work schedule is less than 100 percent of the time.

C. Per Diem Employee: An employee that is not annual salaried who is paid on an hourly basis.

D. Extra Service Employee: A State employee who renders a service to an agency, office, or correctional facility other than the one in which they are regularly employed on a full-time basis. Extra service employees are salaried by the agency, office, or facility the employee renders service to.

E. Outside Agency Employee: A State employee who is employed by an agency other than DOCCS, whose work assignment is within a DOCCS office or facility (e.g., Information Technology Services (ITS), Office of Mental Health (OMH), Department of Motor Vehicles (DMV) staff).

F. Contract Service Provider/Consultant: A non-State employee who provides, under a formal agreement, a service to the facility but does not receive direct compensation as salary from the Department and whose duties are not performed under the direct supervision of security staff (e.g., Registered Nurse, Optometrist, Computer Software Engineer, etc.).

G. Contractor: A non-State employee who provides, under a formal agreement, material, labor, repair, or maintenance on facility property, but does not receive direct compensation as salary from the Department.

H. Volunteer: A volunteer is a person who is authorized to provide a service to DOCCS and its inmates. Refer to Directive #4750, "Volunteer Services Program," for processing direction on types of volunteers.
III. CRIMINAL HISTORY INQUIRIES

A. Employees

1. Correction Officers and Peace Officers: Criminal history inquiries shall be conducted on all Peace Officer applicants by the Department's Employee Investigation Unit (EIU) as part of the pre-employment investigation.

2. Non-Uniform (Civilian) Employees: Criminal history inquiries shall be conducted on all non-uniform (civilian) staff. Superintendents, Regional Directors, Central Office Personnel, or their designees shall request a criminal history inquiry on individuals by electronically transmitting a criminal history request via http://criminalhistoryrequest/. The electronic criminal history request form must be submitted to EIU and the EIU response must be received by the requestor prior to the first day of employment. Derogatory criminal history information received in response to inquiries will be referred to the Director of Personnel for review.

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

NOTE: Paid interns will be processed as employees.

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

3. Per Diem Employees: Criminal history inquiries shall be conducted in the same manner as non-uniform (civilian) staff (see Section III-A-2 above).

4. Extra Service Employee: Criminal history inquiries shall not be conducted on extra service employees that are permanent DOCCS staff. Criminal history inquiries shall be conducted on all extra service employees that are not DOCCS staff. Superintendents, Regional Directors, Central Office Personnel, or their designees shall request a criminal history inquiry on individuals by electronically transmitting a criminal history request via http://criminalhistoryrequest/. The electronic criminal history request form must be submitted to EIU and the EIU response must be received by the requestor prior to the first day of employment. Derogatory criminal history information received in response to inquiries will be referred to the Director of Personnel for review.

B. Outside Agency Employees

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

2. Department of Motor Vehicles (DMV): Criminal history inquiries shall be conducted on all DMV employees whose work assignment is within a DOCCS office or facility. Superintendents, Regional Directors, Central Office Personnel, or their designees shall request a criminal history inquiry on individuals by electronically transmitting a criminal history request via http://criminalhistoryrequest/.
The electronic criminal history request form must be submitted to EIU and the EIU response must be received by the requestor prior to the first day of employment. Derogatory criminal history information received in response to inquiries will be referred to the Director of Personnel for review.

3. **Office of Mental Health (OMH):** Criminal history inquiries shall be conducted on all OMH employees whose work assignment is within a DOCCS office or facility. Superintendents, Regional Directors, Central Office Personnel, or their designees shall request a criminal history inquiry on individuals by electronically transmitting a criminal history request via [http://criminalhistoryrequest/](http://criminalhistoryrequest/). The electronic criminal history request form must be submitted to EIU and the EIU response must be received by the requestor prior to the first day of employment. Derogatory criminal history information received in response to inquiries will be referred to the Director of Personnel for review.

_ NOTE: OMH staff are exempt from providing their Social Security Number to DOCCS for the purposes of criminal history inquiry and fingerprinting._

C. **Contract Service Providers and Consultants:** Criminal history inquiries shall be conducted on all contract service providers and consultants. Superintendents, Regional Directors, Central Office Personnel, or their designees shall request a criminal history inquiry on individuals by electronically transmitting a criminal history request via [http://criminalhistoryrequest/](http://criminalhistoryrequest/). The electronic criminal history request form must be submitted to EIU and the EIU response must be received by the requestor prior to the first day of employment. Derogatory criminal history information received in response to inquiries will be referred to the Director of Personnel for review.

D. **Contractors:** Criminal history inquiries shall be conducted on all contractors. Superintendents, Regional Directors, Central Office Personnel, or their designees shall request a criminal history inquiry on individuals by electronically transmitting a criminal history request via [http://criminalhistoryrequest/](http://criminalhistoryrequest/). The electronic criminal history request form must be submitted to EIU and the EIU response must be received by the requestor prior to contractor entry into any DOCCS facility/office. Derogatory criminal history information received in response to inquiries will be referred to the Director of Personnel, Superintendent, Regional Director, OSI, or designee as appropriate for review.

E. **Volunteers:** See Directive #4750, “Volunteer Services Program,” Section VI-C-3.

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

IV. **FINGERPRINTING**

A. **Responsibility**

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

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

NOTE: Paid interns are processed as non-uniform (civilian) employees.

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

3. **Per diem employees** shall be processed in the same manner as non-uniform (civilian) staff (see Section III-B-2 above).

4. **Extra service employees** who are permanent DOCCS employees will not be fingerprinted. Extra service employees who are not DOCCS employees but are assigned to the Department’s facilities, Community Supervision offices, or to Central Office will be fingerprinted on the initial date of assignment. Fingerprints will be taken on the FBI FD-258 APPLICANT card (blue). A journal voucher (JV) must accompany all fingerprint cards in order to provide the required processing fee. Failure to submit the JV will result in a delay in processing. Fingerprint responses (RAP sheets) will be retained by EIU. Responses that contain derogatory information that was not revealed when the criminal history inquiry was processed for extra service employees will be reviewed by the Bureau of Personnel in Central Office. Upon notification from Personnel to proceed, EIU will notify the sender/submitter of the prints via email and confirm the transaction was successful and that there is now a RAP sheet on file at EIU. Where it has been determined that the extra service employee shall no longer enter DOCCS facilities/offices, EIU will notify the Superintendent, Regional Director, Division Head, or their designee.

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

c. OMH staff assigned to the Department's facilities will be fingerprinted on the initial date of assignment. Fingerprint cards will be taken on the FBI FD-258 APPLICANT card (blue) and submitted to EIU. A JV must accompany all fingerprint cards in order to provide the required processing fee. Failure to submit the JV will result in a delay in processing. Fingerprint responses (RAP sheets) will be retained by EIU. Responses that contain derogatory information that was not revealed when the criminal history inquiry was processed for OMH employees will be reviewed by the Director of Personnel. Upon notification from Personnel to proceed, EIU will notify the sender/submitter of the prints via email and confirm the transaction was successful and that there is now a RAP sheet on file at EIU. Where it has been determined that the OMH employee shall no longer enter DOCCS facilities/offices, EIU will notify the Superintendent, Regional Director, Division Head, or their designee.

NOTE: OMH staff are exempt from providing their Social Security Number to DOCCS for the purposes of criminal history inquiry and fingerprinting.

6. Contract service providers and consultants will be fingerprinted on the initial date of assignment. Contract service providers and consultants assigned to Central Office shall be fingerprinted by the Bureau of Personnel at EIU, those assigned to a facility shall be fingerprinted by the facility ID Officer, and those assigned to Community Supervision shall be fingerprinted by trained staff on the FBI FD-258 APPLICANT card (blue) and submitted to EIU. A JV must accompany all fingerprint cards in order to provide the required processing fee. Failure to submit the JV will result in a delay in processing. Fingerprint responses (RAP sheet) will be retained by EIU. Responses that contain derogatory information that was not revealed when the criminal history inquiry was processed for Contract Service Providers will be reviewed by the Director of Personnel. Upon notification from Personnel to proceed, EIU will notify the sender/submitter of the prints via email and confirm the transaction was successful and that there is now a RAP sheet on file at EIU. Where it has been determined that the Contract Service Provider shall no longer enter DOCCS facilities/offices, EIU will notify the Superintendent, Regional Director, Division Head, or their designee.
NOTE: If the contract service provider employee is working at more than one facility, the facility should contact EIU at (518) 485-9500 to determine if fingerprints were previously submitted by another facility. It will only be necessary for one set of fingerprints to be submitted.

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

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

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

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

B. **Fingerprint Cards**: The processing person shall verify the identity of the person being fingerprinted via a valid government issued picture ID, enter all pertinent data by following the instructions on the card, take the prints using the “rolled impression” method in the numbered print blocks, and the “plain impression” method in the lower row of blocks, secure the signature of the person being fingerprinted, and then sign as the official taking the fingerprints.

To avoid delay in the processing of fingerprint cards, be sure to complete cards clearly and legibly. To reorder fingerprint cards, contact EIU at (518)485-9500.

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

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

*See the summary Processing Chart, Attachment A.
C. Fees*

1. **Correction Officer and Peace Officer applicants** requiring pre-employment screening at EIU must pay the fingerprint processing fee. The $75 fingerprint processing fee will be made via a U.S. Postal Money Order at the time the applicant is Live Scanned at EIU.

2. **New non-uniform (civilian) staff** will have the $75 fingerprint processing fee taken out of their first full paycheck via payroll deduction. When these employees are fingerprinted on the first day of work, the Personnel office must notify the Payroll office that a fingerprint deduction (per OSC Payroll Bulletin #231) needs to be processed. If a non-uniformed civilian staff employee separates from service before they receive a full check, the facility MUST obtain the fingerprint fee from any money the employee is due. It is the responsibility of the facility to obtain the fingerprint fee from the employee. Failure to obtain the fingerprint fee will result in the facility making payment from the facility funds to make the fingerprint fee account whole.

3. **Per diem employees and physicians** must pay the fingerprint processing fee. The $75 fingerprint processing fee will be made via a U.S. Postal Money Order, which should accompany the fingerprints when they are forwarded to EIU.

4. **Extra service employees** that are not permanent Department employees assigned to the Department's facilities, Community Supervision offices, or to Central Office will have the fingerprint processing fee paid via JV by the facility/office submitting the fingerprints.

5. **Outside agency employees** assigned to the Department's facilities, Community Supervision offices, or to Central Office will have the fingerprint processing fee paid via JV by the facility/office submitting the fingerprints.

6. **Contract service providers and consultants** assigned to the Department's facilities, Community Supervision offices, or to Central Office will have the fingerprint processing fee paid via JV by the facility/office submitting the fingerprints.

7. **Contractors** assigned to the Department's facilities, Community Supervision offices, or to Central Office will have the fingerprint processing fee paid via JV by the facility/office submitting the fingerprints.

8. **Volunteers:** Persons who are deemed a volunteer will not be charged a fee per the DCJS Use and Dissemination Agreement.

*See the summary Processing Chart, Attachment A.

D. **Audits:** Periodic audits of all facilities will be conducted by EIU for compliance of fingerprint submission and collection of fees. Where it has been found that an employee has left service before the fee was collected, in accordance with the procedures of this directive, EIU will notify the facility (DSA and Steward) and the Director of Budget and Finance of the person that left owing fingerprint fees and how much. The Central Office Division of Budget and Finance will contact the facility to process their end of the JV and forward it to Central Office for processing to move the money into the fingerprint fee account.

E. If suspect information on matters with potential terrorism connections is returned during any inquiry, it shall be forwarded to the local joint terrorism task force or similar agency.
The following **Processing Chart** summarizes the fingerprint processes:

<table>
<thead>
<tr>
<th>Staff</th>
<th>Criminal History Inquiry (prior to entry or employment in any DOCCS facility or office)</th>
<th>Who takes fingerprints</th>
<th>When to take fingerprints</th>
<th>What fingerprint card to use</th>
<th>Collect Fee?</th>
<th>Submit to</th>
</tr>
</thead>
<tbody>
<tr>
<td>Correction Officer Parole Officer Parole Officer Trainee Warrant and Transfer Officer Institution Safety Officer</td>
<td>YES</td>
<td>EIU</td>
<td>Pre-Employment Screening</td>
<td>Live Scan</td>
<td>YES ($75 US Postal Money Order)</td>
<td>EIU</td>
</tr>
<tr>
<td>Non-uniform (civilian) staff Paid Interns</td>
<td>YES</td>
<td>C - Personnel F - ID Officer</td>
<td>Initial date of employment</td>
<td>FBI FD-258</td>
<td>Payroll Deduct*</td>
<td>EIU</td>
</tr>
<tr>
<td>Per Diem Employees</td>
<td>YES</td>
<td>C - Personnel F - ID Officer</td>
<td>Initial date of employment</td>
<td>FBI FD-258</td>
<td>YES ($75 US Postal Money Order)</td>
<td>EIU</td>
</tr>
<tr>
<td>Outside Agency Staff OMH &amp; DMV Staff</td>
<td>YES</td>
<td>C - Personnel F - ID Officer</td>
<td>First day in facility</td>
<td>FBI FD-258</td>
<td>$75 Journal Voucher</td>
<td>EIU</td>
</tr>
<tr>
<td>Extra Service Employees</td>
<td>*YES</td>
<td>C - Personnel F - ID Officer</td>
<td>*Initial date of employment</td>
<td>FBI FD-258</td>
<td>$75 Journal Voucher</td>
<td>EIU</td>
</tr>
<tr>
<td>Contract Service Providers Consultants</td>
<td>YES</td>
<td>C - Personnel F - ID Officer</td>
<td>First day in facility</td>
<td>FBI FD-258</td>
<td>$75 Journal Voucher</td>
<td>EIU</td>
</tr>
</tbody>
</table>

*C = Central Office or Community Supervision Offices*

*F = Facility*

*Extra service employees who are currently permanent employees of DOCCS will not need a criminal history inquiry or fingerprints.*

This **Processing Chart continues on the next page**.
<table>
<thead>
<tr>
<th>Contractor</th>
<th>YES</th>
<th>C - Personnel F - ID Officer</th>
<th><strong>As determined by Superintendent -or- Regional Director, Division Head, -or- Designee</strong></th>
<th>FBI FD-258</th>
<th>$75 Journal Voucher</th>
<th>EIU</th>
</tr>
</thead>
<tbody>
<tr>
<td>Information Technology Services (ITS) Employee</td>
<td>NYSP</td>
<td>NYSP</td>
<td>Pre-Employment</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

C = Central Office or Community Supervision Offices  
F = Facility

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