



Request for Proposals

RFP 2024-21

Smartphone Technology and Smartphone Devices

Community Supervision

Pretrial and Pre-adjudication Phase of the Revocation Process

Issued: 02/07/2025

DESIGNATED CONTACTS:

Pursuant to State Finance Law §§ 139-j and 139-k, the Department of Corrections and Community Supervision identifies the following designated contact to whom all communications attempting to influence the Department of Corrections and Community Supervision conduct or decision regarding this procurement must be made.

Alyssa Lowell

New York State Department of Corrections and Community Supervision
Contract Procurement Unit
550 Broadway
Menands, New York 12204
Telephone: 518-486-5283
Email Address: doccscontracts@doocs.ny.gov

PERMISSIBLE SUBJECT MATTER CONTACT:

Pursuant to State Finance Law § 139-j(3)(a), the Department of Corrections and Community Supervision identifies the following allowable contact for communications related to the submission of written proposals, written questions, pre-bid questions, and debriefings.

Joanne Hughes

New York State Department of Corrections and Community Supervision
Contract Procurement Unit
550 Broadway
Menands, New York 12204
Telephone: 518-486-5283
Email Address: doccscontracts@doocs.ny.gov

TABLE OF CONTENTS

(Hyperlinked; click to go directly to desired topic.)

TABLE OF CONTENTS2

1.0 CALENDAR OF EVENTS4

2.0 OVERVIEW.....4

 2.1 Introductory Background.....4

 2.2 Important Information.....5

 2.3 Term of the Agreement.....5

 2.4 Incurring Costs.....6

 2.5 Glossary of Terms6

3.0 BIDDER QUALIFICATIONS TO PROPOSE7

 3.1 Minimum Qualifications.....7

3.2 Mandatory Submissions8

4.0 SCOPE OF WORK8

 4.1 Overview8

 4.2 Smartphone Device and Functionality9

 4.2.1 Smartphone Operating System and Software 10

 4.3 Body-Worn Electronic Monitoring GPS Device and Functionality 11

 4.5 Reporting 13

 4.6 Contractor-Provided Training 13

 4.7 Contractor Responsibilities with Program Implementation, Management, Support, and Staffing..... 14

 4.8 Device Inventory 15

 4.9 Security 15

 4.10 Transition 16

5.0 ADMINISTRATIVE INFORMATION 17

 5.1 Restricted Period 17

 5.2 Questions..... 17

 5.3 Right to Modify RFP..... 17

 5.4 Payment..... 18

 5.4.1 Payment terms:..... 18

 5.5 Minority- & Women-owned Business Enterprise (“MWBE”) Requirements 19

 5.6 Equal Employment Opportunity (EEO) Reporting 20

 5.7 Sales and Compensating Use Tax Certification (Tax Law, § 5-a) 21

 5.8 Indemnification..... 21

 5.9 Contractor Insurance Requirements..... 21

 5.10 Subcontracting..... 29

 5.11 DOCCS’s Reserved Rights..... 29

 5.12 Freedom of Information Law (“FOIL”)..... 29

 5.13 Lobbying 30

 5.14 State Finance Law Consultant Disclosure Provisions 31

 5.15 Debriefing 31

 5.16 Protest Procedures 31

 5.17 Piggybacking 31

 5.18 Encouraging Use of New York Businesses in Contract Performance..... 31

 5.19 Diversity Practices Questionnaire..... 32

 5.20 Participation Opportunities for NYS Certified Service-Disabled Veteran-Owned Businesses (SDVOB) 32

 5.21 Intellectual Property 33

 5.22 Vendor Assurance of No Conflict of Interest or Detrimental Effect 33

 5.23 Executive Order Number 26 – Statewide Language Access Policy..... 33

 5.24 Executive Order 177 - Prohibiting Contracts with Entities that Support Discrimination 33

 5.25 Sexual Harassment Prevention Certification 33

 5.26 Breach of Services..... 34

 5.27 Agency Termination..... 34

NYS DOCCS RFP 2024-21 SMARTPHONE TECHNOLOGY AND SMARTPHONE DEVICES

5.28 Procurement Lobbying Termination 35

5.29 Extent of Services 35

5.30 Non-Disclosure Agreement..... 35

6.0 PROPOSAL CONTENT 36

6.1 Administrative Proposal 36

6.2 Technical Proposal 38

6.3 Diversity Practices Questionnaire..... 40

6.4 Cost Proposal 41

7.0 PROPOSAL SUBMISSION 41

7.1 No-Bid Form 42

8.0 METHOD OF AWARD 42

8.1 General Information 42

8.2 Submission Review 43

8.3 Technical Evaluation..... 43

8.4 Diversity Practices Evaluation 43

8.5 Cost Evaluation..... 43

8.6 Composite Score 44

8.7 Reference Checks 44

8.8 Best and Final Offers 44

8.9 Award Recommendation 44

9.0 ATTACHMENTS 44

1.0 CALENDAR OF EVENTS

RFP 2024-21 SMARTPHONE TECHNOLOGY AND SMARTPHONE DEVICES	
<u>EVENT</u>	<u>DATE</u>
Issuance of Request for Proposals	2/07/2025
Deadline for Submission of Written Questions	Questions Due by 3 p.m. ET 2/21/2025
Responses to Written Questions Posted by DOCCS	Responses Posted on or About 2/28/2025
Deadline for Submission of Proposals	Proposals Due on or Before 3 p.m. ET 3/25/2025
Technical Presentations*	TBD
<u>Anticipated</u> Contract Start Date	7/1/2025

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

*See [Sections 6.2 – Technical Proposal](#), [8.3 – Technical Evaluation](#), and [8.6 – Composite Score](#).

2.0 OVERVIEW

Through this Request for Proposals (“RFP”), the New York State (“State”, “NYS”) Department of Corrections and Community Supervision (“DOCCS”, “The Department”) is seeking competitive proposals from qualified bidders to provide devices and associated monitoring services in accordance with the requirements specified in this solicitation as further detailed in [Section 4.0 - Scope of Work](#) and any resulting contract. It is the Department’s intent to award one (1) contract from this procurement.

2.1 Introductory Background

The Mission of DOCCS is to improve public safety by providing a continuity of appropriate treatment services in safe and secure facilities where the needs of the incarcerated population are addressed and where individuals under its custody are successfully prepared for release and parolees under community supervision receive supportive services that facilitate the successful completion of their sentence.

The New York State Department of Corrections and Community Supervision (DOCCS), guided by the Departmental Mission, is responsible for the supervision and rehabilitation of approximately 22,000 individuals returning to communities throughout the State of New York.

On September 17, 2021, Governor Kathy Hochul signed into law the “*Less is More Act*” (ACT). This legislation went into effect on March 1, 2022. The ACT limits the circumstances under which individuals subject to a period of community supervision may be reincarcerated for alleged violations of release. The ACT ensures releasees who are alleged to have violated the terms of their community supervision receive a recognizance hearing in a criminal court to determine whether they should be detained pending final adjudication of the alleged violation. At the conclusion of the recognizance hearing, the court may order that the releasee is to be detained (i.e., remanded) pending a preliminary or final revocation hearing before a hearing officer or administrative law judge (Board of Parole), however, this will only occur upon a finding that the releasee presents a substantial risk of willfully failing to appear at the revocation hearings, and no non-monetary condition or combination of

conditions in the community will reasonably assure the releasee's compliance with the administrative hearing appearances. Otherwise, the court shall order that the alleged violator will be released on the least restrictive non-monetary conditions that will reasonably assure the releasee's appearance at the preliminary and final revocation hearings. The court has the authority to impose pre-hearing conditions of release.

Release on recognizance may also occur when an alleged violator (releasee) is facing new criminal charges while also being charged with a violation of the conditions of release. The criminal court judge issues a decision to either remand an individual pending the outcome of the revocation hearing process or authorizes the release of the individual to the community where the revocation hearings are conducted while the alleged violator is at liberty. If released pending the completion of the revocation hearing process in the community setting, the alleged violator is supervised by a parole officer and is subject to the conditions of release imposed prior to the alleged violation and the alleged violator may also be subject to conditions of release imposed by the judge who presided over the recognizance hearing. The pretrial or pre-adjudication conditions of release may include enrollment in electronic monitoring, increased reporting, substance abuse screening, participation in substance abuse treatment, behavioral therapy, mental health services, travel restrictions, or prohibited contact with crime victims, family members, domestic partners, or other vulnerable persons.

2.2 Important Information

It should be noted that **Attachment 19 - Appendix A, "Standard Clauses for New York State Contracts"**, contains important information related to the contract to be entered into as a result of this RFP and will be incorporated, without change or amendment, into the contract entered into between DOCCS and the successful Bidder. All provisions and requirements of Appendix A Standard Clauses for New York State Contracts (dated June 2023) will be incorporated into any contract resulting from this solicitation and will be binding upon the parties to such contract. By submitting a response to the RFP, the Bidder agrees to comply with all the provisions of Appendix A. Please retain this document for future reference.

Note: **Attachment 3 - Bidder's Certified Statements** must be submitted and includes a statement that the bidder accepts, without any added conditions, qualifications, or exceptions, the contract terms and conditions contained in this RFP including any exhibits and attachments. It also includes a statement that the bidder acknowledges that, should any alternative proposals or extraneous terms be submitted with the proposal, such alternate proposals or extraneous terms will not be evaluated by DOCCS. (See [Section 3.2](#) and [Section 6.2\(C.2\)](#)).

Any qualifications or exceptions proposed by a bidder to this RFP should be submitted in writing using the process set forth in [Section 5.2 - Questions](#) prior to the deadline for submission of written questions indicated in [Section 1.0 - Calendar of Events](#). Any amendments DOCCS makes to the RFP as a result of questions and answers will be publicized on both the DOCCS website <https://doccs.ny.gov/procurement-opportunities> and the New York State Contract Reporter <http://www.nyscr.ny.gov/>.

2.3 Term of the Agreement

The contract term is one (1) year with four (4) optional 1-year renewals. The contract resulting from this RFP will commence on the date above in [Section 1.0 - Calendar of Events](#) or upon approval by the Office of the New York State Comptroller, whichever comes later, subject to the availability of sufficient funding, successful contractor performance, and approvals from the New York State Office of the Attorney General (OAG) and the Office of the State Comptroller (OSC).

2.4 Incurring Costs

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

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

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

2.5 Glossary of Terms

The terms “bidders”, “vendors” and “proposers” are also used interchangeably. For purposes of this RFP, the use of the terms “shall”, “must” and “will” are used interchangeably when describing the Contractor’s/Bidder’s duties.

The terms “proposal” and “bid” are used interchangeably herein and shall have the same meaning.

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

<u>Term</u>	<u>Definition</u>
AG	NYS Attorney General's Office
BIDDER / OFFEROR / PROPOSER / VENDOR	Any person, partnership, firm, corporation, or other authorized entity submitting a proposal to the State pursuant to this RFP.
COMMISSIONER	Commissioner of the Department of Corrections and Community Supervision or duly authorized representative.
COMMUNITY SUPERVISION	Community Supervision is the program area within the Department responsible for the post-release supervision of released individuals.
CONTRACTOR	The successful Bidder awarded a contract as a result of this RFP.
DOCCS / THE DEPARTMENT	NYS Department of Corrections and Community Supervision.
GPS	Global Positioning Satellite.
ISSUING OFFICE	Department of Corrections and Community Supervision, Division of Support Operations/Contract Procurement Unit
NYSID	New York State Identification Number (NYSID) is a unique identifier assigned to an individual by the New York State Division of Criminal Justice Services (DCJS).
OSC	Office of the NYS Comptroller.
PRIME CONTRACTOR	One who has the contract with the owner of a project or job and has full responsibility for its completion. A prime contractor undertakes to perform a complete contract and,

	when permitted, may employ (and manage) one or more subcontractors to carry out specific parts of the contract.
PROPOSAL/BID	Documentation from participating Vendors that provides the necessary information requested by the RFP.
REGIONS AND BUREAUS	A group of administrative offices and field supervision bureaus located within a designated geographic area.
RELEASEE	An individual released from incarceration and required to satisfy a period of community supervision.
RFP	Request for Proposal; this solicitation document.
RESTRICTED PERIOD	The period of time commencing with the earliest written notice, advertisement, or solicitation of a Request for Proposals (“RFP”), Invitation for Bids (“IFB”), or solicitation of proposals, or any other method for soliciting a response from Bidders intending to result in a procurement contract with DOCCS and ending with the final contract award and approval by DOCCS and, where applicable, final contract approval by the Office of the State Comptroller.
SMARTPHONE	For the purposes of this procurement, “Smartphone” refers to a cellular telephone with an integrated computer, GPS functionality, operating system, web features, and ability to store and operate software applications.
SUBCONTRACTOR	A business or person that carries out work for a company as part of a larger project. (Subcontracting is not permitted under this procurement.)

3.0 BIDDER QUALIFICATIONS TO PROPOSE

3.1 Minimum Qualifications

Vendors interested in participating in the RFP must meet the qualifications outlined in this Section. For minimum qualifications that do not require specific documentation, a statement explaining how your organization meets the minimum requirement is required. DOCCS will accept proposals from organizations or individuals with the following types and levels of experience as a prime contractor:

- Bidder must have a minimum of three (3) years’ experience working with criminal justice involved individuals subject to community supervision, parole, or probation supervision, and
- Bidder must have at least one (1) year of experience providing smartphone devices, and
- Bidder must have at least one (1) year of experience providing smartphone technology, and
- Bidder must have at least one (1) year of experience providing electronic GPS monitoring of individuals.

For the purposes of this procurement, “Smartphone” refers to a cellular telephone with an integrated computer, GPS functionality, operating system, web features, and ability to store and operate software applications.

For the purposes of this RFP, a prime contractor is defined as one who has the contract with the owner of a project or job and has full responsibility for its completion. A prime contractor undertakes

to perform a complete contract and, if permitted, may employ (and manage) one or more subcontractors to carry out specific parts of the contract.

Failure to meet these Minimum Qualifications will result in a proposal being found non-responsive and eliminated from consideration.

3.2 Mandatory Submissions

Bidder must submit the following requested documents with their proposal. Bidders who fail to provide all of the mandatory submissions will be disqualified.

- Bid Signature Page: Submit a completed and signed **Attachment 1 – Bid Signature Page**.
- Submission Checklist: Submit a completed and signed **Attachment 2 – Submission Checklist**.
- Bidder's Certified Statements: Submit a completed and signed **Attachment 3 - Bidder's Certified Statements**, which includes information regarding the Bidder. **Attachment 3** must be signed by an individual authorized to bind the Bidder contractually. Please indicate the title or position the signer holds with the Bidder. DOCCS reserves the right to reject a proposal that contains an incomplete or unsigned **Attachment 3** or no **Attachment 3**.

4.0 SCOPE OF WORK

This Section describes the services required to be provided by the selected bidder. The selected bidder must be able to provide all these services, at minimum, throughout the contract term. Subcontracting is not permitted at any time during the contract period.

PLEASE NOTE: Bidders are requested to provide responses that address all the requirements of this RFP as part of the Technical Proposal.

4.1 Overview

The Department (DOCCS) currently uses traditional GPS via one-piece tracking devices, monitoring software, and monitoring center services. The contractor will provide enhanced technology via smartphone along with a traditional GPS device and monitoring services for individuals subject to community supervision during the pendency of the parole and post-release supervision revocation process. The devices and monitoring services shall also be appropriate for use with high-risk offenders subject to parole supervision or to a period of post-release supervision. The contractor will provide a smartphone device with an operating system that incorporates continuous and real-time location monitoring, alert notifications, verification of identity, virtual reporting and "face to face" communication, interactive calendar and management of hearing dates and appointments, connection to community-based treatment providers, video conferencing with multiple participants, access to rehabilitative support and emergency services, confidential record keeping and document sharing, and a complementary body-attached GPS device. DOCCS is releasing this RFP to procure devices and associated monitoring services in accordance with the requirements specified in this RFP and any resulting contract. The use of smartphones, and where applicable, body-worn GPS devices is intended to enhance field supervision practices, case management, and compliance monitoring.

The Department intends to initially deploy a minimum of 100 smartphone and 100 electronic monitoring devices with the possibility of program expansion after the pilot year. These figures may increase or decrease at the discretion of DOCCS, based on fluctuations in the population under

supervision. Through this RFP, DOCCS seeks to improve supervision outcomes by enhancing the ability to address releasee compliance during the pre-adjudication phase of the parole and post-release supervision revocation hearing process and connect releasees with targeted services and community resources.

Contractor must provide the following:

1. All devices and related equipment, servers, device and application support, orientation and training, data storage and security, monitoring system software and services, and report functions.
2. The devices and monitoring services shall be appropriate for use with high-risk offenders subject to parole supervision or to a period of post-release supervision. Lower-risk cases will involve the assignment/enrollment of only the smartphone device, while higher-risk cases will involve the smartphone device along with complementary body-worn GPS device.
3. The devices and monitoring system software must operate 24 hours per day, seven days per week, and 365 days per year (24/7/365). Releasees must be able to access and contact the Contractor's operations center 24/7/365.
4. All software applications and operating systems must be available in both English and Spanish, at a minimum. The smartphone device, software, and complementary GPS device must present information in multiple languages consistent with New York State's language access policies. Refer to [Section 5.23](#) for more information and a link to Executive Order No. 26 Statewide Language Access Policy.

The Contractor must comply with federal, state, local, and DOCCS regulations. The Contractor must abide by and comply with all relevant departmental directives, policies & procedures, and regulations throughout the term of the contract. Upon award of the contract, the contractor will be provided with further appropriate instruction with respect to facility rules, regulations, and directives, as well as required behavior of employees in a correctional setting.

4.2 Smartphone Device and Functionality

The Contractor must provide a fully functioning dedicated smartphone device and smartphone technology, monitoring software, accompanying equipment, and all required accessories. The Contractor shall provide a smartphone device that incorporates supervision monitoring capabilities for DOCCS personnel and enhanced releasee tools and applications for accessing community resources and services, as well as the following:

1. The smartphone device shall be portable, tamper resistant, shock resistant, water and moisture proof, and shall be made of high-quality and durable materials.
2. The smartphone device shall have the capability to be used in conjunction with a complementary electronic monitoring device, in cases DOCCS determines to be high-risk.
3. The Contractor-provided smartphone device shall include and not be limited to:
 - text messaging,
 - email,
 - internet access,
 - biometric identity verification,
 - GPS location tracking,
 - photo and video capabilities,
 - video conferencing (multiple parties),
 - audio call conferencing (multiple parties)

- interactive calendaring and digital assistant capabilities, and
 - data storage.
4. The smartphone device, operating system, and applications must meet federal, state, and DOCCS security requirements.

4.2.1 Smartphone Operating System and Software

1. The Contractor shall provide smartphone technology equipped with GPS functionality; positional applications; alert and violation warnings; central monitoring services; 24 hours per day, seven days per week, and 365 days (24/7/365) live customer support; and data analysis.
2. The smartphone device, equipment, and monitoring system software shall have the ability to track releasees by GPS technology.
3. The smartphone device must incorporate enhanced security features with secure password protection.
4. The monitoring program and software applications must be accessible through DOCCS network computers, mobile devices, laptop computers, and tablets.
5. The case-specific information and related data generated, collected, and reported must be fully accessible via the Contractor's operating system software and applications.
6. The Contractor-provided smartphone device must include mobile releasee reporting application software to support releasee compliance and accountability. The software must biometrically verify the identity and location of releasees through both scheduled and random releasee reporting and contacts.
7. The software application should offer multiple options to verify the identity of the releasee to include facial, other physical identifiers, and voice biometric technology.
8. The software application must provide location information and collect the GPS points during the releasee reports, contacts, and other communication with the parole officer or other authorized DOCCS staff.
9. The software reporting features must also provide for the ability of releasees to self-report and initiate communication with the parole officer or other authorized DOCCS staff to report changes in residence, employment, program, and treatment status. The releasees must also be able to initiate contact with DOCCS staff in response to new arrests, contact with law enforcement, court dates and appearances, and other related case-specific circumstances.
10. The releasee-initiated or self-report communication must include biometric confirmation of releasee identity and real-time location information and must also include collection and verification of GPS points.
11. The operating system and software application should incorporate court location and contact information, as well as contact and location information for DOCCS-approved service providers for housing, employment, treatment and therapeutic services, educational and vocational resources, community resources, emergency and medical services, government services, and other releasee-appropriate services. Releasees should be able to access the provider information via the dedicated smartphone device and software applications.
12. The operating system and software application must provide parole officers and other designated staff with the ability to create calendar appointments and events including revocation hearing dates, court dates, releasee reporting dates, treatment and program referral dates, and other related casework and supervision events and activities.
13. The software application must automatically send reminders and prompt the releasee to acknowledge and confirm upcoming appointment dates.

14. The software application must provide parole officers and other designated staff with the ability to access biometric data to confirm attendance and reporting at required events and appointments.
15. The software application must include communication and messaging features that provide two-way communication between the parole officer or other designated DOCCS staff and the releasee. The communication and messaging must be date- and time-stamped, include delivery and receipt features, and all such communication must be retrievable via the Contractor's software.
16. The software and applications must provide parole officers, DOCCS staff, and releasees with the ability to upload and download documents, and the documents must be retrievable via the Contractor's software.
17. Releasees must be able to access and review their conditions of release, reporting instructions, and other related instructions and information via the smartphone device.
18. The software and applications must be customizable based on DOCCS' preferences and the requirements of community supervision.

4.3 Body-Worn Electronic Monitoring GPS Device and Functionality

1. The contractor must provide a one-piece body-worn GPS unit that complements and is compatible with the Contractor-provided smartphone device.
2. The Contractor-provided GPS device must be capable of receiving and transmitting information on a releasee's location 24/7/365.
3. The GPS device shall connect to the Contractor's servers through cellular networks.
4. The GPS device shall function properly on all cellular networks and shall be configurable to the use of multiple cellular towers within and outside the State and shall operate in response to Wi-Fi availability.
5. The GPS device shall encrypt all data and communication.
6. The GPS devices shall function in GPS impaired environments such as, and not limited to, buildings, motor vehicles, rural areas, and trains operated by the New York City Transit Authority.
7. The GPS device shall be capable of transmitting releasee data to a central monitoring system and dedicated facilities operated by the Contractor.
8. The GPS device shall transmit data to the Contractor's central monitoring services system (and facility) and to designated DOCCS personnel.
9. The Contractor-provided GPS devices must be in brand new condition, unless otherwise authorized by DOCCS.
10. All device location points shall be electronically dated, time stamped, and synchronized.
11. The GPS device shall be equipped with location verification capabilities and a notification system that provides alert notifications to the central monitoring services system and designated DOCCS personnel in response to attempts to tamper with, open, alter, or otherwise prevent the device from operating correctly.
12. The GPS device shall be capable of storing at least three (3) days of monitoring data and if communication with the central monitoring services is disrupted, the stored data shall be transmitted to Contractor personnel and designated DOCCS staff once the communication is restored.
13. The device shall provide the DOCCS staff person with the capability to communicate with the releasee through the device by voice, vibration, tone, sound, LED, or LCD.
14. The GPS device shall be lightweight, tamper resistant, and waterproof.
15. The device strap and device shall be shock resistant, moisture proof, and function effectively under various environmental conditions.

16. The device strap and device shall be made of hypoallergenic materials, shall not pose any safety hazards, and shall not unduly restrict or limit the physical activities of the releasee.
17. Contractor to provide optional reinforced device strap that shall be available for the supervision of high-risk releasees.
18. The GPS device shall meet or exceed the industry or marketplace standard for battery life of the device.
19. The GPS device shall be configurable by DOCCS personnel using a smartphone device, laptop, or desktop computer equipped with a secure internet connection.
20. All Contractor-provided GPS devices and equipment shall be approved, certified, and registered under the regulations established by the Federal Communication Commission (FCC).

4.4 Central Monitoring Services and Operating Platform (System) for Smartphone and Body-Worn GPS Devices

1. The Contractor shall maintain secure central monitoring center(s) within the Continental United States (CONUS) with an uninterruptible power supply.
2. The Contractor shall maintain a written disaster recovery plan and continuity of operations plan that responds to power failures, system failures, telephone failures, equipment failures, fire, flood and other such disasters at the central monitoring center(s) and data centers.
3. The Contractor's business continuity plan shall delineate plans, protocols, procedures, and measures to restore operations and services expeditiously and effectively in response to outages and service disruptions. The Contractor shall be required to demonstrate periodic testing for business continuity and disaster recovery processes.
4. The Contractor's monitoring center(s) shall be equipped with redundant internet and telephone connectivity, as well as all other equipment required for performance of all monitoring activities required pursuant to the proposed and awarded agreement.
5. The Contractor provided Central Monitoring Services or Monitoring Center must be staffed and operate continuously, 24/7/365 days a year without service interruption or failure.
6. The Contractor shall provide and maintain a strategically located Monitoring Center or Facility that receives, stores, and disseminates information generated by the smartphone device, monitoring equipment, and systems.
7. The Contractor's Center or Facility shall comply with all applicable federal, state, and local laws and regulations.
8. All data and records shall be maintained in a secure and restricted environment with access granted only to authorized personnel as determined by DOCCS.
9. The Central Monitoring Services, System, and Monitoring Center shall consist of direct service by the Contractor.
10. The Central Monitoring Services software must be fully accessible and function on all Contractor-provided smartphone devices as well as DOCCS desktop, and laptop computer devices.
11. All Central Monitoring Services and the operating system must be accessible via the internet and over wireless networks 24/7/365 days a year.
12. The Central Monitoring Services shall provide the Department with the following capabilities:
 - a. Create mapping of individual and association records.
 - b. Ability to create releasee(s) specific mapping zones.
 - c. Ability to establish inclusion and exclusion zones and provide the ability for designated DOCCS personnel to modify the zones 24/7/365.
 - d. Ability to establish multiple and varying curfew time periods by the days of the week.
 - e. Ability to customize alert and notification settings for internal DOCCS field, command center, and operations personnel.

- f. Provide operational support for continuous location monitoring for both the smartphone device and the GPS device.
 - g. Create and support the issuance of releasee specific supervision reminders and resource support.
 - h. Provide operational support for the transmission and receipt of secure communication by DOCCS staff to releasees under supervision, service providers, court liaisons, law enforcement, and DOCCS staff internally.
 - i. Provide operational support for the receipt of secure communication from releasees under supervision, service providers, court officials, law enforcement, correctional personnel, and Community Supervision staff.
 - j. Ability to transmit and receive reports, conduct virtual check-ins, and upload documents via the monitoring services and monitoring center platform.
 - k. Provide operational support for a calendar event management process for court appearances, appointments, and reporting.
 - l. Operational support for videoconferencing with service providers, treatment providers, health services, and educational services.
 - m. Smartphone and GPS device location monitoring.
 - n. Provide data analytics and dashboard technology for the management and support of caseload activities and use of the information by designated DOCCS staff.
13. The Central Monitoring Services must have the capabilities to provide industry standard electronic monitoring alert and violation notifications to DOCCS staff 24/7/365. The Contractor's Central Monitoring Services monitoring alerts and violations shall, at a minimum, include the following notification types:
- a. Battery status
 - b. Low and critical battery
 - c. Device tamper
 - d. GPS/signal lost
 - e. Cut strap
 - f. No GPS
 - g. Loss of cellular signal
 - h. Exclusion zone alerts
 - i. Inclusion zone alerts
14. The alert and violation notifications shall be made by telephone communication, email, or text. All such methods may be utilized at the discretion of DOCCS.

4.5 Reporting

- 1. The Contractor shall ensure the smartphone device and electronic monitoring operating systems can generate reports that include releasee identification, monitoring data, third party and provider information, alerts and violations, revocation hearing and appearance dates, videoconference activities and engagements, device assignment periods, enrollment and unenrollment data, and program compliance data.
- 2. The Contractor shall ensure all reports produced and maintained comply with applicable State and DOCCS policies, procedures, and requirements established by the DOCCS Project Team.
- 3. The Contractor shall ensure the smartphone device and electronic monitoring systems include the capabilities to customize and standardize reports that contain criteria required by the State and DOCCS.

4.6 Contractor-Provided Training

- 1. Training shall be provided at select State offices and other locations as determined by DOCCS.

2. The Contractor shall provide live, on-demand, on-site, and/or web-based/online option(s) for training.
3. The Contractor shall provide qualified and experienced trainers who may deliver training in office, field, and correctional settings.
4. There shall be no additional costs or fees charged to the Department for training and any associated travel costs throughout the life of the contract.
5. Training dates and times are subject to the approval of the Department.
6. The Contractor shall provide training to DOCCS staff prior to issuance of equipment.
7. The Contractor shall conduct train the trainer sessions for designated DOCCS staff.
8. The Contractor shall coordinate and provide training for all users on the operation of the smartphone device, complementary electronic monitoring device, all applications, monitoring system, report functions, service access and support, and all device and operating system features upon delivery of the equipment and upon request of DOCCS throughout the life of the contract. Contractor will also provide enrollee (releasee participant) training, instructional materials, and user support during the enrollment periods.
9. Ongoing support and assistance shall be provided to train new users and provide refresher training for staff when requested by DOCCS at no additional cost.
10. Training materials must be available both in a digital format and, upon request, paper format unless otherwise specified by DOCCS.
11. The Contractor shall also provide training software, digital user-manuals, and other user training materials at no cost to DOCCS.

4.7 Contractor Responsibilities with Program Implementation, Management, Support, and Staffing

1. The Contractor shall appoint and deploy personnel resources commensurate with the needs of the Department (DOCCS) and consistent with the life of the program contract.
2. The Contractor shall designate and assign a dedicated Project Manager who will be responsible for program implementation, program timelines, onsite management, product delivery and availability, and quality control.
 - a. The Project Manager shall be responsible for establishing initial timelines for program implementation and service delivery at the discretion of DOCCS.
3. The Contractor shall provide all equipment, accessories, supplies, and support necessary to achieve effective service delivery throughout the contract period.
4. All Contractor-provided staffing, equipment, accessories, and support shall be all-inclusive with no additional costs to DOCCS.
5. Program Maintenance and Support Services - the Contractor shall provide end-to-end customer support services to include the following:
 - a. Account management
 - b. Invoice and billing assistance
 - c. Problem resolution
 - d. Account team availability
 - e. Electronic transaction processing
 - f. Device and program cost reports
 - g. Customized financial reports
6. The Contractor shall provide experienced, knowledgeable personnel for the purpose of providing testimony, certifications, and attestation to methodologies used by the Contractor in legal proceedings, as needed.
7. The Contractor shall be responsible for quality control performance, implementation of intervention measures, and quality assurance throughout the entire contract period.

8. At a minimum, the Contractor shall provide a toll-free phone number for any technical support issue and/or service request required by DOCCS.
9. Contractor shall ensure all Contractor staff are fully trained, qualified, and licensed in order to comply with any DOCCS requirements, including background check policies. Contractor staff shall adhere to background checks at no additional expense to DOCCS.
10. The Contractor shall ensure the staffing needs of the program are met on an ongoing basis, including but not limited to the Contractor's recruitment, organization, and training efforts that will provide an adequate number of appropriately trained and qualified staff to successfully carry out tasks and deliverables outlined in [Section 4.0 – Scope of Work](#).
11. The Contractor warrants and represents that products, components, or parts specified and furnished by or through the contractor, which individually or as a system, shall be free from defects in material workmanship and will conform to all requirements of the contract for the duration of the contract. During the contract period, defects in the materials or workmanship of products, components, or parts shall be repaired or replaced by the contractor at no cost or expense to DOCCS.

4.8 Device Inventory

1. The Contractor shall provide, at a minimum, a 20% "shelf" rate to DOCCS for both the smartphone devices and the body-worn electronic monitoring device. Contractor is to maintain onsite replacement inventory levels at 20% of the active enrolled inventory (i.e. 100 smartphone and 100 GPS devices with active enrollment status to require an onsite replacement inventory of 20 smartphone devices and 20 GPS units).
2. The "shelf" units may be included within the active inventory status, however, non-recoverable units shall not be included in the active/shelf inventory.
3. The Contractor shall provide all consumables and be charged for all shipping costs.
4. Upon request for the return of inactive units, the Contractor shall incur all applicable shipping costs and fees.
5. At the discretion of DOCCS, the Contractor shall provide all new requested units or consumables within 24 hours upon receipt of notification and incur all shipping costs and fees.
6. Refurbished or replacement devices and accessories shall only be provided upon written approval by DOCCS. Such approval must be obtained prior to the issuance and distribution of the certified refurbished or replacement equipment and accessories.
7. Any equipment deemed to be non-operational upon inspection shall be returned to the Contractor at the Contractor's expense.
8. Actual quantities and usage may vary depending on factors such as funding, Departmental need, and the population of releasees. In the event the requested number of units exceeds the projected numbers in this RFP, the Contractor shall provide the increased number of units for the length of the contract or duration of the program, upon written notification from DOCCS.

4.9 Security

The selected Contractor shall comply with all privacy and security policies and procedures of the Department (<https://its.ny.gov/eiso/policies/security>) and applicable state and federal law and administrative guidance with respect to the performance of this contract.

The Contractor is expected to provide secure and confidential backup, storage, and transmission for hard copy and electronically stored information. All DOCCS data must be stored within the continental United States (CONUS). Contractor will ensure there will be no ability to view or access DOCCS' confidential data from any location outside of the CONUS, will ensure all data is isolated from other State's/customer's assets, and will provide all data to DOCCS at the end of the contract, or when

requested, at no additional cost. Under no circumstances will any records be released to any person, agency, or organization without specific written permission of the DOCCS. The Contractor is obligated to ensure any Subcontractor hired by Contractor who stores, processes, analyzes, or transmits data on behalf of Contractor has the appropriate security requirements in place and must be approved by DOCCS. If any breach or suspected breach of the data or confidentiality occurs, whether the breach occurred with the Contractor or Subcontractor, DOCCS must be notified immediately. If a vendor-responsible security breach occurs, the vendor is responsible for developing a DOCCS-approved resolution plan and implementing at the vendor's expense.

The contractor is required to maintain and provide to DOCCS, prior to the start of work and upon request, their data confidentiality plans and procedures for meeting security requirements as they relate to the deliverables and services within this RFP, including all plans as they relate to subcontractor work where applicable.

The contractor will develop and maintain adequate fully trained staff to respond to all stakeholder inquiries while protecting confidentiality and maintaining the security and integrity of all systems. Staff must be trained to understand and observe requirements related to confidentiality and operating guidelines for functions included in this RFP.

The Contractor will comply fully with all current and future updates of the security procedures of DOCCS and NYS Information Technology Services, as well as with all applicable state and federal requirements, in performance of this contract.

4.10 Transition

The transition represents a period when the current contract activities performed by the Contractor must be turned over to DOCCS, another DOCCS agent, or successor Contractor during or at the end of the contract.

The Contractor shall ensure any transition to DOCCS, DOCCS agent, or successor Contractor be done in a way that provides DOCCS with uninterrupted services. This includes, but is not limited to, a complete and total transfer of all data, files, reports, and records generated from the inception of the contract through the end of the contract, in a current, standard electronic format, to DOCCS or another DOCCS agent or successor Contractor should that be required during or upon expiration of its contract.

The contractor shall provide technical and business process support as necessary and required by DOCCS to transition and assume contract requirements to DOCCS or another DOCCS agent should that be required during or at the end of the contract.

The contractor shall manage and maintain the appropriate number of staff to meet all requirements listed in the RFP during the transition. All reporting and record requirements, security standards, and performance standards are still in effect during the transition period.

The contractor is required to develop a work plan and timeline to securely and smoothly transfer any data and records generated from the inception of the contract through the end of the contract to DOCCS or another DOCCS agent or successor contractor should that be required during or upon expiration of its contract. The plan and documentation must be submitted to DOCCS no later than four (4) months before the last day of its contract with DOCCS or upon request of DOCCS.

5.0 ADMINISTRATIVE INFORMATION

The following administrative information will apply to this RFP. Failure to comply fully with this information may result in disqualification of your proposal.

5.1 Restricted Period

“Restricted period” means the period of time commencing with the earliest written notice, advertisement, or solicitation of a Request for Proposals (“RFP”), Invitation for Bids (“IFB”), or solicitation of proposals, or any other method for soliciting a response from Bidders intending to result in a procurement contract with DOCCS and ending with the final contract award and approval by DOCCS and, where applicable, final contract approval by the Office of the State Comptroller.

This prohibition applies to any oral, written, or electronic communication under circumstances where a reasonable person would infer that the communication was intended to influence this procurement. Violation of any of the requirements described in this Section may be grounds for a determination that the bidder is non-responsible and therefore ineligible for this contract award. Two (2) violations within four (4) years of the rules against impermissible contacts during the “restricted period” may result in the violator being debarred from participating in DOCCS procurements for a period of four (4) years.

Pursuant to State Finance Law §§ 139-j and 139-k, the Department of Corrections and Community Supervision identifies a designated contact on face page of this RFP to whom all communications attempting to influence this procurement must be made.

5.2 Questions

There will be an opportunity available for submission of written questions and requests for clarification with regard to this RFP. All questions and requests for clarification of this RFP should cite the particular RFP Section and paragraph number where applicable and must be submitted via email to doccscontracts@doccs.ny.gov. It is the bidder’s responsibility to ensure that email containing written questions and/or requests for clarification is received at the above address no later than the Deadline for Submission of Written Questions as specified in [Section 1.0 - Calendar of Events](#). Questions received after the deadline may **not** be answered.

5.3 Right to Modify RFP

DOCCS reserves the right to modify any part of this RFP, including but not limited to, the date and time by which proposals must be submitted and received by DOCCS, at any time prior to the Deadline for Submission of Proposals listed in [Section 1.0 - Calendar of Events](#). Modifications to this RFP shall be made by issuance of amendments and/or addenda.

Prior to the Deadline for Submission of Proposals, any such clarifications or modifications as deemed necessary by DOCCS will be posted to the DOCCS website.

If the bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the Bidder shall immediately notify DOCCS of such error in writing to doccscontracts@doccs.ny.gov and request clarification or modification of the document.

If, prior to the Deadline for Submission of Proposals, a bidder fails to notify DOCCS of a known error or an error that reasonably should have been known, the bidder shall assume the risk of proposing. If awarded the contract, the bidder shall not be entitled to additional compensation by reason of the error or its correction.

5.4 Payment

Pricing for the proposed solution should be inclusive of all costs including but not limited to: contractor time and materials, monitoring, equipment, hardware, software and software updates, maintenance, repair, replacement costs, access to mobile applications, training, travel, phone charges associated with smartphones and provision of electronic monitoring on a per releasee basis, overhead and administrative expenses, licenses, insurance, reporting or other requirements, and all other ancillary costs.

Any payment made by DOCCS to the Contractor will be made through direct payment upon submission of billing invoices. Compensating balances will not be employed. Contractor must provide complete and accurate billing invoices to DOCCS in order to receive payment. Billing invoices submitted to DOCCS on a standard voucher must contain all information and supporting documentation. The Contractor will need to submit billing invoices monthly. Specific invoicing schedules will be determined mutually between DOCCS and the Contractor after notice of contract award.

Payment for invoices submitted (if applicable) by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at <https://www.osc.state.ny.us/state-vendors>.

Vendor 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.

Every contractor doing business with the State of New York is required to be a registered vendor with the Office of the State Comptroller's Vendor Management Unit. For contracts to be approved and executed by both DOCCS and the Office of the State Comptroller, a contractor must be registered within the Statewide Financial Management System (SFS). If the awardee does not already have a NYS Vendor ID number, upon contract award notice, the contractor must submit a substitute W-9 to DOCCS. This information will allow DOCCS to request the addition of the contractor within the SFS. If the contractor is already a registered vendor within the SFS, the contractor shall provide the assigned vendor identification number upon request.

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

5.4.1 Payment terms:

Payment for services rendered in accordance with the terms and conditions specified in this RFP and to the satisfaction of the DOCCS are to be paid based on [Section 4.0 - Scope of Work](#), [Section 6.4 - Cost Proposal](#), [Attachment 8 - Cost Proposal](#), and the following:

1. The Contractor will be held responsible for any costs incurred by DOCCS above the cost of the contract pricing to obtain the services covered under this contract by another service provider due to Contractor negligence.
2. DOCCS will only pay for actual work performed.

5.4.2 Billing:

Vendors must submit invoices with the following:

- SFS Vendor ID Number,
- Contract Number,
- Vendor Name, and
- Month of service

Any other requested information will be determined prior to the start of work.

5.5 Minority- & Women-owned Business Enterprise (“MWBE”) Requirements

Pursuant to New York State Executive Law Article 15-A, the New York State Department of Corrections and Community Supervision recognizes its obligation to promote opportunities for maximum feasible participation of certified Minority- and Women-owned Business Enterprises (MWBE) 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%** for MWBE participation, **0%** for Minority-owned Business Enterprises (“MBE”) participation and **0%** for Women-owned Business Enterprises (“WBE”) participation (based on the current availability of qualified MBEs and WBEs and outreach efforts to certified MWBE firms). A contractor (“Contractor”) on the subject contract (“Contract”) must document good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract and Contractor agrees that DOCCS may withhold payment pending receipt of the required MWBE documentation. For guidance on how DOCCS will determine “good faith efforts,” refer to 5 NYCRR §142.8.

The directory of New York State Certified MWBEs can be viewed at: <https://ny.newnycontracts.com>. The directory is found in the upper right-hand side of the webpage under “Search for Certified Firms” and accessed by clicking on the link entitled “MWBE Directory”. Engaging with firms found in the directory with like product(s) and/or service(s) is strongly encouraged, and all communication efforts and responses should be well documented.

The Contractor will be required to submit a Contractor’s Quarterly MWBE Contractor Compliance & Payment Report to the DOCCS, by the 10th day following each end of quarter over the term of the Contract documenting the progress made toward achievement of the MWBE goals of the Contract. If the Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such finding will constitute a breach of Contract and DOCCS may withhold payment from the Contractor 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.

New York State certified MWBE may request that their firm's contact information be included on a list of MWBE firms interested in serving as a subcontractor for this procurement. The listing will be publicly posted on the Department's website for reference by the bidding community. A firm requesting inclusion on this list should send contact information and a copy of its NYS MWBE certification to doccscontracts@doccs.ny.gov before the Deadline for Questions as specified in **Section 1.0 - Calendar of Events**. Nothing prohibits an MWBE Vendor from proposing as a prime contractor.

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.

5.6 Equal Employment Opportunity (EEO) Reporting

By submission of a bid in response to this solicitation, the Bidder agrees with all of the terms and conditions of Appendix A including Clause 12 - Equal Employment Opportunities for Minorities and Women. Additionally, the successful bidder will be required to certify they have an acceptable Equal Employment Opportunity (EEO) policy statement in accordance with **Attachment 11 – Minority and Women-owned Business Enterprises EEO Policy Statement**.

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

The Contractor is required to ensure that it and any subcontractors awarded a subcontract over \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work"), except where the Work is for the beneficial use of the Contractor, undertake or continue programs to ensure minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.

To ensure compliance with this Section, the Bidder should submit with the bid or proposal an **Attachment 13 - Equal Employment Opportunity Staffing Plan (EEO100)** identifying the anticipated work force to be utilized on the Contract. Additionally, the Bidder should submit **Attachment 11 – MWBE and EEO Policy Statement** to DOCCS with their bid or proposal.

5.7 Sales and Compensating Use Tax Certification (Tax Law, § 5-a)

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

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

The successful Bidder must file a properly completed Form ST-220-CA with the Department of Corrections and Community Supervision and Form ST-220-TD with the DTF. These requirements must be met before a contract may take effect. Further information can be found at the New York State Department of Taxation and Finance's website, available through this link: <http://www.tax.ny.gov/pdf/publications/sales/pub223.pdf>.

Forms are available through these links:

- ST-220 CA: http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf
- ST-220 TD: http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf

5.8 Indemnification

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

5.9 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.

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.

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); Exception: **An ACORD form is not acceptable proof of New York State workers' compensation or disability benefits insurance coverage.**
- Disclose any deductible, self-insured retention, aggregate limit or exclusion to the policy that materially changes the coverage required by this Solicitation or any Contract resulting from this Solicitation;
- Refer to this Solicitation and any Contract resulting from this Solicitation by award Contract number;
- Be signed by an authorized representative of the referenced insurance carriers; and
- Contain the following language in the Description of Operations / Locations / Vehicles section: Additional insured protection afforded is on a primary and non-contributory basis. A waiver of subrogation is granted in favor of the additional insureds.

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

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

- B. **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.
- C. **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.
- D. **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.
- E. **Subcontractors.** Not applicable.
- F. **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.

- G. **Additional Insured.** The Contractor shall cause to be included in each of the liability policies required below, coverage for on-going and completed operations naming as additional insureds (via ISO coverage forms 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): 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 above. 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.
- H. **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.
- I. **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.
- J. **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.

K. Deadlines for Providing Insurance Documents after Renewal or Upon Request. As set forth herein, certain insurance documents must be provided to the DOCCS Contract

Procurement Unit. 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.

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

Insurance Type		Proof of Coverage is Due
Commercial General Liability	Not less than \$1,000,000 each occurrence	Prior to the start of work. Updated in accordance with Contract.
General Aggregate	\$2,000,000	
Products – Completed Operations Aggregate	\$2,000,000	
Personal and Advertising Injury	\$1,000,000	
Medical Expenses Limit	\$5,000	
Business Automobile Liability Insurance	\$1,000,000	
Professional Errors and Omissions	\$1,000,000	
Crime Insurance	Not less than \$50,000	
Date Breach/Cyber Liability	[Not less than \$1,000,000 each occurrence]	
Workers' Compensation		
Disability Benefits		

1. *Commercial General Liability Insurance:* Such liability shall be written on the current edition of ISO occurrence form CG 00 01, or a substitute form providing equivalent coverage and shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal &

advertising injury, cross liability coverage, liability assumed in a contract (including the tort liability of another assumed in a contract) [and explosion, collapse & underground coverage].

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

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

Coverage shall include, but not be limited to:

- 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;
- explosion, collapse, and underground hazards; and
- Contractor means and methods.

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

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

connection with performance under the Contract, the Contractor must obtain Business Automobile Liability Insurance that meets all of the requirements of this Section and provide proof of such coverage to DOCCS in accordance with the insurance requirements of any Contract resulting from this Solicitation.

3. *Crime Insurance:* If providing services on-site, the Contractor shall maintain, during the term of the Contract, Crime Insurance on a “loss sustained form” or “loss discovered form,” and coverage must include the following:
 - The policy must allow for reporting of circumstances or incidents that might give rise to future claims.
 - The policy must include an extended reporting period of no less than one (1) year with respect to events which occurred but were not reported during the term of the policy.
 - Any warranties required by the Contractor’s insurer as a result of the Contract must be disclosed and complied with. Said insurance shall extend coverage to include the principals (all directors, officers, agents, and employees) of the Contractor as a result of this Contract.
 - The policy shall include coverage for third party fidelity and name “The People of the State of New York, Department of Corrections and Community Supervision, any entity authorized by law or regulation to use this Contract as an Authorized User and their officers, agents, and employees” as “Loss Payees” for all third-party coverage secured. This requirement applies to both primary and excess liability policies, as applicable.
 - The policy shall not contain a condition requiring an arrest and conviction.
 - The policy shall include coverage for computer crime/fraud.

4. *Professional Errors and Omissions:* If providing professional occupation job titles, the Contractor shall maintain Professional Liability insurance.
 - Such insurance shall apply to professional errors, acts, or omissions arising out of the scope of services.
 - If coverage is written on a claims-made policy, the Contractor warrants that any applicable retroactive date precedes the start of work; and that continuous coverage will be maintained, or an extended discovery period exercised, throughout the performance of the services and for a period of not less than three years from the time work under this Contract is completed. Written proof of this extended reporting period must be provided to DOCCS prior to the policy’s expiration or cancellation.
 - The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this Contract.
 - If such professional title includes computer related services, coverage must include the following (is not limited to): consulting, data processing, programming, system integration, software development, installation, distribution or maintenance, systems analysis or design, training, staffing or other support services, any electronic equipment, computer hardware or software developed, manufactured, distributed, licensed, marketed or sold.

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

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

Proof of Compliance with Workers' Compensation Coverage Requirements:

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

Proof of Compliance with Disability Benefits Coverage Requirements:

- Form CE-200, *Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required*, which is available on the Workers' Compensation Board's website (www.wcb.ny.gov);
- Form DB-120.1, *Certificate of Disability Benefits Insurance*, sent to DOCCS by the Contractor's insurance carrier upon request; or
- Form DB-155, *Certificate of Disability Benefits Self-Insurance*, available from the New York State Workers' Compensation Board's Self-Insurance Office.

An instruction manual clarifying the New York State Workers' Compensation Law requirements is available for download at the New York State Workers' Compensation

Board's website, <http://www.wcb.ny.gov>. Once on the site, click on the Employers/Businesses tab and then click on Employers' Handbook.

5.10 Subcontracting

Bidders may not propose the use of a subcontractor for this contract.

5.11 DOCCS's Reserved Rights

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

1. Reject any or all proposals received in response to the RFP;
2. Withdraw the RFP at any time, at the agency's sole discretion;
3. Make an award under the RFP in whole or in part;
4. Disqualify any bidder whose conduct and/or proposal fails to conform to the requirements of the RFP;
5. 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 RFP;
7. Prior to the bid opening, amend the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available;
8. Prior to the bid opening, direct bidders to submit proposal modifications addressing subsequent RFP 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 RFP 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 90 days from the bid opening, to the extent not inconsistent with section 2-205 of the uniform commercial code. Subsequent to such 90 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 an offerer's proposal and/or to determine an offerer's compliance with the requirements of the solicitation.

5.12 Freedom of Information Law ("FOIL")

All proposals may be disclosed or used by DOCCS to the extent permitted by law. DOCCS may disclose a proposal to any person for the purpose of assisting in evaluating the proposal or for any other lawful purpose. All proposals will become State agency records, which will be available to the public in accordance with the Freedom of Information Law. **Any portion of the proposal that a Bidder believes constitutes proprietary information entitled to confidential handling, as an exception to the Freedom of Information Law, must be clearly and specifically designated in**

the proposal as directed in [Section 6.1\(C\)](#). If DOCCS agrees with the proprietary claim, the designated portion of the proposal will be withheld from public disclosure. Blanket assertions of proprietary material will not be accepted, and failure to specifically designate proprietary material may be deemed a waiver of any right to confidential handling of such material.

5.13 Lobbying

Chapter 1 of the Laws of 2005, as amended by Chapter 596 of the Laws of 2005, made significant changes as it pertains to development of procurement contracts with governmental entities. The changes included:

- a) made the lobbying law applicable to attempts to influence procurement contracts once the procurement process has been commenced by a state agency, unified court system, state legislature, public authority, certain industrial development agencies and local benefit corporations;
- b) required the above-mentioned governmental entities to record all contacts made by lobbyists and contractors about a governmental procurement so the public knows who is contacting governmental entities about procurements;
- c) required governmental entities to designate persons who generally may be the only staff contacted relative to the governmental procurement by that entity in a restricted period;
- d) authorized the New York State Commission on Public Integrity, (now New York State Joint Commission on Public Ethics), to impose fines and penalties against persons/organizations engaging in impermissible contacts about a governmental procurement and provides for the debarment of repeat violators;
- e) directed the Office of General Services to disclose and maintain a list of non-responsible bidders pursuant to this new law and those who have been debarred and publish such list on its website;
- f) required the timely disclosure of accurate and complete information from offerers with respect to determinations of non-responsibility and debarment; (Bidders responding to this RFP should submit a completed and signed **Attachment 6 – Bidder’s Disclosure of Prior Non-Responsibility Determination**).
- g) increased the monetary threshold which triggers lobbyists obligations under the Lobbying Act from \$2,000 to \$5,000; and
- h) established the Advisory Council on Procurement Lobbying.

Subsequently, Chapter 14 of the Laws of 2007 amended the Lobbying Act of the Legislative Law, particularly as it related to specific aspects of procurements as follows: (i) prohibiting lobbyists from entering into retainer agreements on the outcome of government grant making or other agreement involving public funding; and (ii) reporting lobbying efforts for grants, loans and other disbursements of public funds over \$15,000.

The most notable, however, was the increased penalties provided under Section 20 of Chapter 14 of the Laws of 2007, which replaced old penalty provisions and the addition of a suspension option for lobbyists engaged in repeated violations. Further amendments to the Lobbying Act were made in Chapter 4 of the Laws of 2010.

Questions regarding the registration and operation of the Lobbying Act should be directed to the New York State Joint Commission on Public Ethics.

5.14 State Finance Law Consultant Disclosure Provisions

In accordance with New York State Finance Law Section 163(4)(g), State agencies must require all contractors, including subcontractors, that provide consulting services for State purposes pursuant to a contract to submit an annual employment report for each such contract.

The successful bidder for procurements involving consultant services must complete a "State Consultant Services Form A, Contractor's Planned Employment from Contract Start Date through End of Contract Term" in order to be eligible for a contract.

The successful bidder must also agree to complete a "State Consultant Services Form B, Contractor's Annual Employment Report" for each state fiscal year included in the resulting contract. This report must be submitted annually to the Department of Health, the Office of the State Comptroller, and Department of Civil Service.

State Consultant Services Form A: Contractor's Planned Employment and Form B: Contractor's Annual Employment Report may be accessed electronically at: <http://www.osc.state.ny.us/agencies/forms/ac3271s.doc> and <http://www.osc.state.ny.us/agencies/forms/ac3272s.doc>.

5.15 Debriefing

Pursuant to Section 163(9)(c) of the State Finance Law, any unsuccessful Bidder may request a debriefing regarding the reasons that the proposal or bid submitted by the Bidder was not selected for award. Requests for a debriefing must be made within 15 calendar days of release of the written or electronic notice by the Department that the Bid submitted by the Bidder was not selected for award. Requests should be submitted in writing to a designated contact identified in the award/non-award letter.

5.16 Protest Procedures

In the event unsuccessful bidders wish to protest the award resulting from this RFP, 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 on-line at: <http://www.osc.state.ny.us/agencies/guide/MyWebHelp/>

5.17 Piggybacking

New York State Finance Law section 163(10)(e) (see also <http://www.ogs.ny.gov/purchase/snt/sflxi.asp>) allows the Commissioner of the NYS Office of General Services to consent to the use of this contract by other New York State Agencies, and other authorized purchasers, subject to conditions and the Contractor's consent.

5.18 Encouraging Use of New York Businesses in Contract Performance

Public procurements can drive and improve the State's economic engine through promotion of the use of New York businesses by its contractors. 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. All bidders should complete **Attachment 12 - Encouraging Use of New York Businesses in Contract Performance**, to indicate their intent to use/not use New York Businesses in the performance of this contract.

5.19 Diversity Practices Questionnaire

Diversity practices are the efforts of contractors to include New York State-certified Minority- and Women-owned Business Enterprises (“MWBE”) in their business practices. Diversity practices may include past, present, or future actions and policies, and include activities of contractors on contracts with private entities and governmental units other than the State of New York. Assessing the diversity practices of contractors enables contractors to engage in meaningful, capacity-building collaborations with MWBE.

Accordingly, respondents to this procurement may include as part of the technical proposal response to this procurement, as described in this RFP herein, the **Attachment 9 - Diversity Practices Questionnaire** as provided by the Division of Minority and Women’s Business Development for evaluation.

5.20 Participation Opportunities for NYS Certified Service-Disabled Veteran-Owned Businesses (SDVOB)

Veteran’s Services Law Article 3 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.

DOCCS hereby establishes an overall goal of **0%** for SDVOB participation. For purposes of providing meaningful participation by SDVOBs, the Bidder/Contractor should reference the directory of New York State Certified SDVOBs found at: <https://ogs.ny.gov/veterans/>. Questions regarding compliance with SDVOB participation goals should be directed to the DOCCS Designated Contacts. Additionally, Contractor is encouraged to contact the Office of General Services’ Division of Service-Disabled Veterans’ Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss methods of maximizing participation by SDVOBs on the Contract.

In accordance with 9 NYCRR § 252.2(s), any Contractor found to have willfully and intentionally failed to comply with the SDVOB participation goals set forth in the Contract, shall be found to have breached the contract and Contractor shall pay damages as set forth therein.

5.21 Intellectual Property

Any work product created pursuant to this agreement and any subcontract shall become the sole and exclusive property of the New York State Department of Corrections and Community Supervision, which shall have all rights of ownership and authorship in such work product.

5.22 Vendor Assurance of No Conflict of Interest or Detrimental Effect

All bidders responding to this solicitation should submit **Attachment 7 – Vendor Assurance of No Conflict of Interest or Detrimental Effect** to attest that their performance of the services outlined in this RFP does not create a conflict of interest and that the bidder will not act in any manner that is detrimental to any other State project on which they are rendering services.

5.23 Executive Order Number 26 – Statewide Language Access Policy

Bidders should review this Executive Order prior to submitting proposals. The Executive Order may be accessed on the Governor's Website: https://www.governor.ny.gov/sites/default/files/atoms/files/EO_26.1.pdf.

5.24 Executive Order 177 - Prohibiting Contracts with Entities that Support Discrimination

The New York State Human Rights Law, Article 15 of the Executive Law, prohibits discrimination and harassment based on age, race, creed, color, national origin, sex, pregnancy or pregnancy-related conditions, sexual orientation, gender identity, disability, marital status, familial status, domestic violence victim status, prior arrest or conviction record, military status or predisposing genetic characteristics. In accordance with Executive Order No. 177, the Offeror certifies that they do not have institutional policies or practices that fail to address those protected status under the Human Rights Law (**Attachment 10 – EO177**).

5.25 Sexual Harassment Prevention Certification

Pursuant to New York State Finance Law § 139-l, every bid made on or after January 1, 2019 to the State or any public department or agency thereof, where competitive bidding is required by statute, rule or regulation, for work or services performed or to be performed or goods sold or to be sold, and where otherwise required by such public department or agency, shall contain a certification that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees (**Attachment 15 – Sexual Harassment Prevention Policy Certification**). 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.

5.26 Breach of Services

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

5.27 Agency Termination

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

Cause: All or any part of this Agreement may be terminated immediately by the State, upon written notice of 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.

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

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 operation of one or more programs funded under this Agreement, the Agreements 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 of the Agreement. The Contractor acknowledges that any funds due to the State because of disallowed expenditures after audit shall be the Contractor's responsibility.

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

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 that a part of this agreement is terminated, the Contractor shall be entitled to compensation for non-terminated Services which are acceptable to DOCCS, in its sole discretion.

5.28 Procurement Lobbying Termination

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

5.29 Extent of Services

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

5.30 Non-Disclosure Agreement

Upon contract award, the vendor will be required to sign a non-disclosure agreement (see **Attachment 20 – Non-Disclosure Agreement**).

- **No Use** – Recipient agrees not to use the confidential information in anyway, except for the purpose of the projects or assignments they are performing for DOCCS.
- **No Disclosure** – Recipient agrees to use its best efforts to prevent and protect the confidential information, or any part thereof, from disclosure to any person other than Recipient's employees and/or consultants designated by DOCCS having a need of disclosure in connection with Recipients' authorized use of the confidential information. This includes employees and consultants that may not be directly working on the project or job. Recipient agrees not to disclose the nature of the work to any third party without prior written DOCCS consent. In circumstance where the signer of this document is representing a Recipient with more than one employee, the Recipient also agrees 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.

5.31 Executive Order Number 16

[Executive Order No. 16](#), dated March 17, 2022, requires State agencies to refrain from entering into any new contract or renewing any existing contract with an entity conducting business operations in Russia. By submission of a response to this solicitation the offerer certifies that the offerer is not an entity conducting business operations in Russia, as those terms are defined in the Executive Order No. 16. (See **Attachment 17 – EO16**).

6.0 PROPOSAL CONTENT

The following includes the format and information to be provided by each Bidder. Bidders responding to this RFP must satisfy all requirements stated in this RFP. All Bidders are requested to submit complete Administrative and Technical Proposals and Diversity Practice Questionnaires, and are required to submit a complete Cost Proposal. A proposal that is incomplete in any material respect may be rejected.

To expedite review of the proposals, Bidders are requested to submit proposals in separate Administrative, Technical, Diversity Practices, and Cost packages inclusive of all materials as summarized in **Attachment 2 – Submission Checklist**. This separation of information will facilitate the review of the material requested. No information beyond that specifically requested is required, and Bidders are requested to keep their submissions to the shortest length consistent with making a complete description of qualifications. Evaluations of the Administrative, Technical, Diversity Practices, and Cost Proposals received in response to this RFP will be conducted separately. Bidders are therefore cautioned not to include any Cost Proposal information in the Administrative, Technical, or Diversity Practice proposal documents.

DOCCS will not be responsible for expenses incurred in preparing and submitting the Administrative, Technical, or Cost Proposals.

6.1 Administrative Proposal

The Administrative Proposal should contain all items listed below. A proposal that is incomplete in any material respect may be eliminated from consideration. The information requested should be provided in the prescribed format. Responses that do not follow the prescribed format may be eliminated from consideration. All responses to the RFP may be subject to verification for accuracy. Please provide the forms in the same order in which they are requested.

- A. Addenda to this Solicitation: Sign and submit any addenda to this Solicitation.
- B. References: Provide references using **Attachment 4 - References** for three (3) professional references that can verify your experience as described in **Section 3.0 – Bidder Qualifications to Propose**. In addition to a completed **Attachment 4**, letters on official letterhead from each reference mentioned on **Attachment 4** should be included. These letters should include name, address, and phone number, (for inquiry purposes) and should outline the Vendor's past work performance in the opinion of the reference. In the event that any/all references cannot be reached, DOCCS will request for two (2) alternate references. Please note references from DOCCS staff are not acceptable. Provide firm names, addresses, contact names, telephone numbers, and email addresses.
- C. Freedom of Information Law (FOIL) – Proposal Redactions: Bidders must clearly and specifically identify any portion of the proposal a Bidder believes constitutes proprietary information entitled to confidential handling as an exception to the Freedom of Information Law. See **Section 5.12 - Freedom of Information Law**.
- D. Vendor Responsibility Attestation and Questionnaire: Bidders should complete and submit **Attachment 5 - Vendor Responsibility Attestation**.

Complete, certify, and file a New York State Vendor Responsibility Questionnaire. DOCCS recommends that vendors file the required Vendor Responsibility Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System,

see the VendRep System Instructions at <http://www.osc.state.ny.us/vendrep/index.htm> or go directly to the VendRep System online at <https://www.osc.ny.gov/state-vendors/vendrep/enroll-vendrep-system>.

Vendors must provide their New York State Vendor Identification Number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact the OSC Help Desk at 866-370-4672 or 518-408-4672 or by email at ciohelpdesk@osc.state.ny.us.

Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website, <https://www.osc.state.ny.us/state-vendors/vendrep/vendor-responsibility-forms>, or may contact the Office of the State Comptroller's Help Desk for a copy of the paper form.

- E. Bidder's Disclosure of Prior Non-Responsibility Determination: Submit a completed and signed **Attachment 6 – Bidder's Disclosure of Prior Non-Responsibility Determination**.
- F. Vendor's Assurance of No Conflict of Interest or Detrimental Effect: Submit **Attachment 7 - Vendor's Assurance of No Conflict of Interest or Detrimental Effect**, which includes information regarding the Bidder, members, shareholders, parents, affiliates, or subcontractors. **Attachment 7** must be signed by an individual authorized to bind the Bidder contractually.
- G. Executive Order 177 Prohibiting Contracts with Entities that Support Discrimination: Submit **Attachment 10 – EO 177** certifying 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.
- H. MWBE Forms: Submit completed **Attachment 11 – MWBE/EEO Policy Statement** and **Attachment 13 – EEO100 Staffing Plan**.
- I. Encouraging Use of New York Businesses in Contract Performance: Submit **Attachment 12 - Encouraging Use of New York State Businesses** in Contract Performance to indicate which New York Businesses you will use in the performance of the contract.
- J. Individual, Corporation, Partnership, or LLC Acknowledgement: Submit a completed and notarized **Attachment 14 – Individual, Corporation, Partnership, or LLC Acknowledgement**.
- K. State Finance Law 139-I Certification: Submit a completed **Attachment 15 – Sexual Harassment Prevention Policy Certification**.
- L. Procurement Lobbying Certification: Submit a completed **Attachment 16 – Procurement Lobbying Certification**.
- M. Executive Order 16 Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia: Submit a completed **Attachment 17 – EO 16** certifying that it does not contract with businesses conducting business in Russia.

6.2 Technical Proposal

The purpose of the Technical Proposal is to demonstrate the qualifications, competence, and capacity of the Bidder to perform the services contained in this RFP. The Technical Proposal should demonstrate the qualifications of the Bidder and the staff to be assigned to provide services related to the services included in this RFP.

A Technical Proposal that is incomplete in any material respect may be eliminated from consideration. The following outlines the information requested to be provided by Bidders. The information requested should be provided in the prescribed format. Responses that do not follow the prescribed format may be eliminated from consideration. All responses to the RFP may be subject to verification for accuracy.

While additional data may be presented, the following should be included. Please provide the information in the same order in which it is requested. Your proposal should contain sufficient information to assure DOCCS of its accuracy. Failure to follow these instructions may result in disqualification.

Pricing information contained in the Cost Proposal cannot be included in the Technical Proposal and Administrative Proposal documents.

A. Title Page

Submit a Title Page providing the RFP subject and number; the Bidder's name and address; the name, address, telephone number, and email address of the Bidder's contact person; and the date of the Proposal.

B. Table of Contents

The Table of Contents should clearly identify all material (by section and page number) included in the proposal.

C. Documentation of Bidder's Eligibility Responsive to [Section 3.0](#) – Bidder Qualifications to Propose

C.1 Minimum Qualifications

Bidders must be able to meet all requirements stated in [Section 3.1](#) – **Minimum Qualifications**. The Bidder must submit documentation that provides sufficient evidence of meeting the criterion. For minimum qualifications that do not require specific documentation, a statement explaining how your organization meets the minimum requirement is required.

- a) Bidder must have a minimum of three (3) years' experience working with criminal justice involved individuals subject to community supervision, parole, or probation supervision, and
- b) Bidder must have at least one (1) year of experience providing smartphone devices, and
- c) Bidder must have at least one (1) year of experience providing smartphone technology, and
- d) Bidder must have at least one (1) year of experience providing electronic GPS monitoring of individuals.

C.2 Mandatory Submissions

Bidder must submit the following documents as outlined in [Section 3.2 – Mandatory Submissions](#). Bidders who fail to provide all the mandatory submissions will be disqualified.

- a) Bid Signature Page: Submit a completed and signed **Attachment 1 – Bid Signature Page**.
- b) Submission Checklist: Submit a completed and signed **Attachment 2 – Submission Checklist**.
- c) Bidder's Certified Statements: Submit a completed and signed **Attachment 3 - Bidder's Certified Statements**, which includes information regarding the Bidder. **Attachment 3** must be signed by an individual authorized to bind the Bidder contractually. Please indicate the title or position the signer holds with the Bidder. DOCCS reserves the right to reject a proposal that contains an incomplete or unsigned **Attachment 3** or no **Attachment 3**.

D. Technical Proposal Narrative (up to 55 points)

The technical proposal should provide satisfactory evidence of the Bidder's ability to meet, and expressly respond to each element and information requested in [Section 4.0 - Scope of Work](#). Bidder should **respond to each element** of Technical Proposal **and label each section by its corresponding number/letter** below, providing a detailed narrative for each of the following:

D.1 Organization History, Experience, and Work Plan

- a) Provide a brief history and description of your organization.
- b) Provide a narrative description of the organization's documented experience within this field. Specify the total number of years of experience and the sizes of the populations and/or number of devices deployed in similar projects. Identify current services of a similar nature that are being provided to other companies and/or agencies.
- c) Describe the plan to provide services and deliverables in the overview provided in RFP [Section 4.1 - Overview](#) and to meet the objectives to the satisfaction of DOCCS.

D.2 Proposed Technical Solution

- a) Describe the specific solution your company proposes to meet DOCCS needs as outlined in RFP 2024-21. Highlight what makes it effective and how it will directly benefit and meet the Department's stated needs. Organize and provide your detailed response for the following clearly labelled sections:
 - i. Smartphone Device and Functionality (see [Section 4.2](#))
 - a. Smartphone Operating System and Software (see [Section 4.2.1](#))
 - ii. Body-worn Electronic Monitoring GPS Device and Functionality (see [Section 4.3](#))
 - iii. Central Monitoring Services and Operating Platform (System) for Smartphone and Body-worn GPS Devices (see [Section 4.4](#))

D.3 Reporting

- a) Describe in detail how your company plans to meet DOCCS' reporting needs for this service including all elements as outlined in [Section 4.5 – Reporting](#).

D.4 Contractor-Provided Training

- a) Describe in detail your company's ability and plan to meet the requirements including all elements listed in [Section 4.6](#) – **Contractor-Provided Training**.

D.5 Contractor Responsibilities with Program Implementation, Management, Support, and Staffing

- a) Describe in detail your company's ability and plan to meet the requirements including all elements listed in [Section 4.7](#) – **Contractor Responsibilities with Program Implementation, Management, Support, and Staffing**.

D.6 Device Inventory

- a) Describe in detail how your company plans to meet DOCCS' inventory needs including all elements in [Section 4.8](#) – **Device Inventory**.

D.7 Security

- a) Provide a data security plan(s) in compliance with all NYS security policies and standards (see [Section 4.9](#) – **Security**).
- b) Outline a resolution plan in the event a vendor-responsible security breach occurs.
- c) Describe how the smartphone device, operating system, and applications meet federal, state, and DOCCS security requirements.

D.8 Transition

- a) Provide an overview of the bidder's transition plan as described in [Section 4.10](#) – **Transition**.

E. Technical Presentation

Bidders within 10 points of the highest scoring bidder after all other parts of the evaluation are scored will be susceptible to award and will be invited to make an in-person oral presentation on their proposed devices and monitoring services. Topics/criteria to be addressed during the presentation will be provided in advance of the presentations to all susceptible bidders. The invited bidders will be given up to one hour to make an oral presentation, including a limited question and answer period. Oral presentations must be made by staff who will be responsible for conducting the Scope of Work outlined in this solicitation. Each bidder will be responsible for any travel or other costs involved in making its presentation.

6.3 Diversity Practices Questionnaire

Pursuant to New York State Executive Law Article 15-A, the Department has determined that the assessment of the diversity practices of respondents of this procurement is practical, feasible, and appropriate. Accordingly, respondents to this procurement should include **Attachment 9 - Diversity Practices Questionnaire** as part of their response and it should be packaged in a **separate envelope** labeled "RFP 2024-21 Diversity Practices Questionnaire". Responses will be formally evaluated and scored as described in [Section 8.0](#) – **Method of Award**.

6.4 Cost Proposal

Bidders are required to submit pricing using a completed **Attachment 8 - Cost Proposal Form**. Cost information **must not** appear in the technical proposal. All cost information must be completely independent as this is reviewed separately. The cost submittal must be enclosed in a **separate, sealed envelope labeled “RFP 2024-21 Cost Proposal.”**

7.0 PROPOSAL SUBMISSION

Submission of proposals in a manner other than as described in these instructions (e.g., fax, electronic transmission) will not be accepted.

1. All hard copy proposal materials should be printed on 8.5” x 11” white paper (single-sided) and **be clearly page numbered on the bottom of each page with appropriate header and footer information.** A font size of 11 points or larger should be used. The Technical Proposal materials should be presented separate from the sealed Cost Proposal.
2. Where signatures are required, the proposals designated as originals should have an original, handwritten signature and be signed in ink.
3. The Department discourages overly lengthy proposals. Therefore, marketing brochures, user manuals or other materials, beyond that sufficient to present a complete and effective proposal, are not desired. Elaborate artwork or expensive paper is not necessary or desired. In order for DOCCS to evaluate proposals fairly and completely, proposals should follow the format described in this RFP to provide all requested information. The Bidder should not repeat information in more than one section of the proposal. If information in one section of the proposal is relevant to a discussion in another section, the Bidder should make specific reference to the other section rather than repeating the information.
4. Audio and/or videotapes are not allowed. Any submitted audio or videotapes will be ignored by the evaluation team.

A proposal consists of four (4) distinct parts which should be submitted in four (4) separate, clearly labeled packages. The four (4) separately sealed proposal components may be combined into one (1) mailing, if desired.

- (1) **Administrative Proposal**, to be labeled as “RFP 2024-21 Smartphone Technology and Smartphone Devices Administrative Proposal submitted by [bidder name]”
- (2) **Technical Proposal**, to be labeled as “RFP 2024-21 Smartphone Technology and Smartphone Devices Technical Proposal submitted by [bidder name]”
- (3) **Diversity Practices Questionnaire**, to be labeled as “RFP 2024-21 Smartphone Technology and Smartphone Devices Diversity Practices Questionnaire submitted by [bidder name]” and
- (4) **Cost Proposal**, to be labeled as “RFP 2024-21 Smartphone Technology and Smartphone Devices Cost Proposal submitted by [bidder name]”.

The proposal must be received by DOCCS no later than the Deadline for Submission of Proposals specified in [Section 1.0](#) - Calendar of Events. Late bids will not be considered.

Proposals must be submitted in a sealed package by U.S. Mail, courier/delivery service (e.g., FedEx, UPS, etc.), or by hand as noted below, to:

**RFP 2024-21, Smartphone Technology and Smartphone Devices
Contract Procurement Unit
Attention: Alyssa Lowell, Contract Management Specialist II
NYS Department of Corrections and Community Supervision
550 Broadway
Menands, New York 12047**

NOTE: The Department recommends all bidders request a receipt containing the time and date received and the signature of the receiver for all hand-deliveries and ask that this information also be written on the package(s).

Submission of proposals in a manner other than as described in these instructions (e.g., fax, electronic transmission) will not be accepted.

7.1 No-Bid Form

Bidders choosing not to bid are requested to complete the **Attachment 21 - No-Bid form**.

8.0 METHOD OF AWARD

8.1 General Information

DOCCS will evaluate each proposal based on the “Best Value” concept. This means the proposal that best “optimizes quality, cost, and efficiency among responsive and responsible offerers” shall be selected for award (State Finance Law, Article 11, §163(1)(j)).

DOCCS at its sole discretion, will determine which proposal(s) best satisfies its requirements. DOCCS reserves all rights with respect to the award. All proposals deemed to be responsive to the requirements of this procurement will be evaluated and scored for technical qualities, diversity practices, and cost. Proposals failing to meet the requirements of this document may be eliminated from consideration. The evaluation process will include separate technical, diversity practices, and cost evaluations, and the result of each evaluation shall remain confidential until evaluations have been completed and a selection of the winning proposal is made.

The evaluation process will be conducted in a comprehensive and impartial manner, as set forth herein, by an Evaluation Committee. After the preliminary technical narrative, cost, and diversity practices evaluations have been completed and initial scores have been calculated, a presentation will be requested from each bidder susceptible to award. Bidders within 10 points of the highest scoring bidder will be susceptible to award. The final composite score of each finalist will be computed after the presentations are scored.

A final composite score will be calculated by DOCCS by adding the preliminary technical narrative, diversity practices, and cost scores and where susceptible the technical presentation score awarded. The highest-scoring responsive and responsible bidder will be awarded the contract.

The basis of the award will be the highest final composite Technical (weighted 65%), Diversity Practices Questionnaire (weighted 5%), and Cost (weighted 30%) evaluation scores.

Bidders may be requested by DOCCS to clarify the contents of their proposals. Other than to provide such information as may be requested by DOCCS, no Bidder will be allowed to alter its proposal or add information after the Deadline for Submission of Proposals listed in [Section 1.0 - Calendar of Events](#).

In the event of a tie, the determining factors for award, in descending order, will be:

- (1) lowest cost;
- (2) NYS Business
- (3) highest Technical Narrative score.

8.2 Submission Review

DOCCS will examine all proposals that are received in a proper and timely manner to determine if they meet the proposal submission requirements, as described in [Section 6.0 - Proposal Content](#) and [Section 7.0 - Proposal Submission](#), including documentation requested for the Administrative Proposal, as stated in this RFP. Proposals that are materially deficient in meeting the submission requirements or have omitted material documents, in the sole opinion of DOCCS, may be rejected.

8.3 Technical Evaluation

The evaluation process will be conducted in a comprehensive and impartial manner. A Technical Evaluation Committee comprised of DOCCS program staff will review and evaluate all proposals.

Proposals will undergo a preliminary evaluation to verify Bidder Qualifications to Propose as listed in [Section 3.1 - Minimum Qualifications](#) and [Section 3.2 - Mandatory Submissions](#).

All Evaluation Committee members will independently score their respective section that meets the submission requirements of this RFP. The individual scores will be averaged to calculate the Technical Score for each responsive Bidder.

The technical evaluation is **65% (up to 65 points)** of the final score, with up to 55 points available for the Technical Narrative, and up to 10 points available for the Technical Presentation.

8.4 Diversity Practices Evaluation

An Evaluation Committee comprised of DOCCS MWBE staff will review and evaluate all Diversity Practices Questionnaires. The responses will be evaluated using a predetermined rating scale.

The diversity practices evaluation is **5% (up to 5 points)** of the final score.

8.5 Cost Evaluation

The Cost Evaluation Committee will examine the Cost Proposal documents. The Cost Proposals will be opened and reviewed for responsiveness to cost requirements. If a cost proposal is found to be non-responsive, that proposal may not receive a cost score and may be eliminated from consideration.

The Cost Proposals will be scored based on a maximum weighted score of 30 points. The cost proposal with the lowest total cost will be awarded the maximum possible points. All other responsive

proposals will receive a proportionate score based on the relation of their Cost Proposal to the proposals offered at the lowest final cost, using this formula:

$$(X/Y) * 30 = Z$$

X is Total price of lowest cost proposal;

Y is Total price of cost proposal being scored; and

Z is the Cost score.

The cost evaluation is **30% (up to 30 points)** of the final score.

8.6 Composite Score

After the preliminary technical narrative, cost, and diversity practices evaluations have been completed and initial scores have been calculated, a presentation will be requested from each bidder susceptible to award. Bidders within 10 points of the highest scoring bidder will be susceptible to award. The final composite score of each finalist will be computed after the presentations are scored (see [Section 6.2.E – Technical Presentation](#) and [Section 8.3 – Technical Evaluation](#)).

A final composite score will be calculated by DOCCS by adding the preliminary Technical Narrative, Diversity Practices, and Cost scores and where susceptible, the Technical Presentation score awarded. The highest-scoring responsive and responsible bidder will be awarded the contract.

8.7 Reference Checks

The Bidder should submit references using **Attachment 4 - References**. At the discretion of the Evaluation Committee, references may be checked at any point during the process to verify bidder qualifications to propose ([Section 3.0 – Bidder Qualifications to Propose](#)).

8.8 Best and Final Offers

DOCCS reserves the right to request best and final offers. In the event DOCCS exercises this right, all bidders that submitted a proposal that are susceptible to award will be asked to provide a best and final offer. Bidders will be informed that should they choose not to submit a best and final offer, the offer submitted with their proposal will be construed as their best and final offer.

8.9 Award Recommendation

The Evaluation Committee will submit a recommendation for award to the Finalist with the highest composite score whose experience and qualifications have been verified.

The Department will notify the awarded Bidder and Bidders not awarded. The awarded Bidder will enter into a written Agreement to provide the required services as specified in this RFP. The resultant contract shall not be binding until fully executed and approved by the New York State Office of the Attorney General and the Office of the State Comptroller.

9.0 ATTACHMENTS

The following attachments are attached and included with this RFP:

1. Bid Signature Page

2. Submission Checklist
3. Bidder's Certified Statements
4. References
5. Vendor Responsibility Attestation
6. Bidder's Disclosure of Prior Non-Responsibility Determination
7. Vendor Assurance of No Conflict of Interest or Detrimental Effect
8. Cost Proposal Form
9. Diversity Practices Questionnaire
10. Executive Order 177 Prohibiting Contracts with Entities that Support Discrimination
11. MWBE and EEO Policy Statement
12. Encouraging Use of New York Businesses in Contract Performance
13. Equal Employment Opportunity Staffing Plan (EEO100)
14. Individual, Corporation, Partnership, or LLC Acknowledgement
15. Sexual Harassment Prevention Policy Certification
16. Procurement Lobbying Certification
17. Executive Order 16
18. Appendix A (Standard Clause for New York State Contracts)
19. Appendix B (NYS DOCCS General Specifications)
20. Non-Disclosure Agreement
21. No-Bid Form