

Request for Proposals (RFP)

New York State Department of Corrections and Community Supervision (NYS DOCCS)

RFP 2024-17 Statewide Utilization Management Program

Issued: March 24, 2025

DESIGNATED CONTACT:

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.

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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.

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1.0 CALENDAR OF EVENTS

RFP 2024-17 STATEWIDE UTILIZATION MANAGEMENT PROGRAM	
<u>EVENT</u>	<u>DATE</u>
Issuance of Request for Proposals	March 24, 2025
Deadline for Submission of Written Questions	April 8, 2025 by 3:00 pm EST
Responses to Written Questions Posted by DOCCS	On or About April 22, 2025
Deadline for Submission of Proposals	On or Before May 14, 2025 by 3:00 pm EST
<u>Anticipated</u> Contract Start Date	August 1, 2025

2.0 OVERVIEW

Through this Request for Proposals (“RFP”), the New York State (“NYS” or “State”) Department of Corrections and Community Supervision (“DOCCS”) is seeking competitive proposals from qualified Bidders to provide a Statewide Utilization Management Program for inpatient and outpatient specialty care provided to DOCCS’ general confinement incarcerated individuals as further detailed in [Section 4.0 - Scope of Work](#). It is the Department’s intent to award one (1) contract from this procurement.

The Statewide Utilization Management Program will enable DOCCS to meet the following objectives:

- Ensure medical care provided is consistent with community standard of care.
- Provide for continuity and consistency of care across the state.
- Ensure services will be provided in the appropriate setting by the appropriate provider.

2.1 Introductory Background

The New York State Department of Corrections and Community Supervision (DOCCS) is responsible for the confinement and rehabilitation of approximately 31,220 individuals under custody currently held at 42 state correctional facilities located throughout NYS (see **Exhibit A – DOCCS Geographical Map**). DOCCS is responsible for the delivery of medical care to incarcerated individuals confined to its correctional facilities. DOCCS is responsible for providing health care for incarcerated individuals within the correctional facilities 24 hours a day, 7 days a week. The Department employs physicians, nurses, nurse practitioners, physician assistants, dentists, pharmacists, and ancillary staff to provide on-site primary care. Secondary care and tertiary care are obtained from community-based providers.

DOCCS seeks to ensure medical care is effective, efficient, and in line with evidence-based standards of care, and to ensure patients receive medically necessary healthcare delivered in the most appropriate setting by qualified providers.

2.2 Important Information

It should be noted that **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. By submitting a response to this RFP, the Bidder agrees to comply with all the provisions of **Appendix A**.

Note: **Attachment 3 - Bidder's Certified Statements**, should be submitted and include 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 appendices. 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 the DOCCS.

Any qualifications or exceptions proposed by a Bidder to this RFP should be submitted in writing using the process set forth in [Section 5.3 - Questions](#) prior to the deadline for submission of written questions indicated [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

This contract term is expected to be for a period of five (5) years. The contract resulting from this RFP is anticipated to commence on the date shown on the Calendar of Events in [Section 1.0](#), subject to the availability of sufficient funding, successful contractor performance, and approvals from the New York State Attorney General (AG) 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 Bidder's/Contractor's/Vendor'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 "NYS DOCCS."

Term	Definition
Acute Care	Providing or concerned with short-term care, especially for serious acute disease or trauma.
Bidder or Offeror or Proposer	Any individual or entity submitting a proposal for this RFP.
Clinics	Physicians and dentists providing services within a correctional facility.
Commissioner	The Commissioner of the Department of Corrections and Community Supervision or duly authorized representative.
Contractor	The successful Bidder awarded a contract as a result of this RFP.
Coordinated Specialty Care Unit (CSC)	The unit responsible for coordination of specialty care of the incarcerated individual population.
DOCCS, NYS DOCCS, or The Department	New York State Department of Corrections and Community Supervision.
DRG	Diagnosis-Related Group
ET	Eastern Time
Facility	Correctional Facility
FHS1	DOCCS' Clinic Scheduling System. The Contractor will be given access.
HCFA	The standard claim form used by physicians and dentists.
Hub	A group of correctional facilities within the same geographic region.
Incarcerated Individual	Convicted individual who is under the care of NYS DOCCS.
Issuing Office	The Department of Corrections and Community Supervision, Division of Support Operations/Contract Procurement Unit.
Primary Care	Health care provided by a medical professional with whom a patient has initial contact and by whom the patient may be referred to a specialist for further treatment.
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 may employ (and manage) one or more subcontractors to carry out specific parts of the contract.
Proposal or Bid	Documentation from participating vendors that provides the information requested by the RFP.
Referral	The order to send a patient to an appropriate specialist or agency for definitive treatment.
Request for Proposals (RFP)	This solicitation document.
Regional Health Services Administrator (RHSA)	Responsible for the development, negotiation, implementation, and monitoring of provider contractual relations.
Regional Dental Director (RDD)	Serves as supervisor for a particular region and is responsible for the development, implementation, and administration of services within that region. This

	includes working with Regional Medical Directors and other staff on health care issues at facilities.
Regional Medical Director (RMD)	Serves as Chief of Service of a particular region and is responsible for the development, implementation, and administration of services within that region. This includes working with RHSAs and other staff on health care issues at facilities.
Secondary Care	Medical care provided by a specialist or facility upon referral by a primary care physician that requires more specialized knowledge, skill, or equipment than the primary care physician has.
Specialty Care	Specialized medical services provided by a physician and/or dentist.
Senior Utilization Review Nurse (SURN) or DOCCS Registered Nurse 2	Works with the RMDs, CSC Unit, RHSAs, and facility staff to ensure the health care of incarcerated individuals is consistent with community standards and is delivered in the most efficient and cost-effective manner. Works collaboratively with the Utilization Management contractor to ensure DOCCS policies and procedures are adhered to.
Subcontractor	A business or person that carries out work for a company as part of a larger project. See Section 5.10 for further subcontractor utilization information.
Tertiary Care	Highly specialized medical care, usually over an extended period of time, that involves advanced and complex procedures and treatments performed by medical specialists in state-of-the-art facilities.
UB04	The standard claim form used by hospitals.
URAC	Utilization Review Accreditation Committee
Urgency Levels of Referral: <ul style="list-style-type: none"> ○ Emergent ○ Urgent ○ Soon ○ Routine ○ Assigned 	Within 24 hours Within 5 days Within 14 days Within 30 days Anytime over 30 days
Utilization Management	Techniques for managing the cost of health care by making decisions about patient care based on case-by-case assessments prior to providing care.
Utilization Review (UR)	The review to determine whether health care services that have been provided, are being provided, or are proposed to be provided to a patient are medically necessary. The review can be undertaken prior to, concurrent with, or subsequent to the delivery of such services.
Vendor	Any individual or entity doing business with New York State.
Work Release	A program under which certain incarcerated individuals are permitted employment outside the correctional

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

3.0 BIDDER’S 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 with the following types and levels of experience as a Prime Contractor:

- A minimum of two (2) years’ experience in Utilization Management; and
- Evidence of current program accreditation by Utilization Review Accreditation Committee (URAC); and
- Upon award of the contract the bidder must register as a UR agent under Article 49 of the NYS Public Health Law. Continuation of the contract is contingent upon the bidder’s completion of registration. (To review Article 49, please visit the following website: <https://www.nysenate.gov/legislation/laws/PBH/A49T1>.)

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 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 Preferred Qualifications

Bidders that demonstrate experience with the following requirements are preferred:

- The bidder has experience working with a correctional facility; and/or an incarcerated population.

4.0 SCOPE OF WORK

This section describes the services for a statewide Utilization Management Program that are 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.

For historical purposes: DOCCS incarcerated individuals used approximately 13,322 hospital days in 2024. The Department used approximately 909 less hospital days in 2024 than in 2023.

Specialty care appointments are scheduled and posted as completed by DOCCS nursing staff, and Utilization Review (“UR”) services for these appointments are provided by the vendor.

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

4.1 Overview

DOCCS is seeking proposals for a statewide utilization management program which will use standardized criteria for the review and determination of medical necessity of all secondary and tertiary care requested on behalf of incarcerated individuals within DOCCS' custody. This is to include incarcerated individuals in work release programs. The contractor must:

- Process referrals for specialty care services and communicate as needed with each of DOCCS' health units and Central Office via DOCCS' Clinic Scheduling System.
- Provide a decision on the same business day for any "emergent" and/or "urgent" referrals as outlined below:
 - Approve: Contact the appropriate nurse scheduler.
 - Pend: Notify the requesting facility by phone.
 - Preliminarily Deny: Send a high priority email to the Regional Medical Director (RMD) or Regional Dental Director (RDD) for that facility. The RMD or RDD is responsible for making the final determination.
- Render an electronic decision within one (1) business day for all "soon" referrals, three (3) business days for all "routine" referrals, and five (5) business days for all "assigned" referrals. If a referral cannot be approved with the information given, the referral can be pended back to the facility's primary care provider for additional information, or if further information is not needed to support the request or would not be helpful, the referral is to be preliminarily denied to the RMD/RDD.
- Verify ALL inpatient and outpatient medical and oral surgery claims for payment via DOCCS' FHS1 Medical Claims Processing System by utilizing DOCCS' FHS1 Clinic Scheduling System or DOCCS ClaimConnect Medical Bill Payment Software System and other available means to confirm health care delivery. Vendor will have access to all incarcerated individuals' medical referrals, appointments, etc. via the DOCCS' FHS1 system and DOCCS ClaimConnect Medical Bill Payment Software System to aid in this process.

For reference, in the period of January 2024 through the end of December 2024, 118,686 claims were verified for payment. These claims included 87,601 HCFA's, 19,822 UB04's, 7,804 ClaimConnect, and 3,459 physician clinic claims.

- Conduct a preliminary review of all inpatient UB04's bearing any one of the top 20 most utilized Diagnosis-Related Groups ("DRG's"). This review shall take place prior to DOCCS payment to an outside hospital and within 10 business days from the date of claim entry and consist of review of the claim for potential incorrect billing that may result in overpayments. If, based on this preliminary review it is determined the potential exists for overpayment, the vendor will request a copy of the medical records from the hospital so the vendor can perform a complete review. DOCCS will proceed with payment of all claims, even those identified by the UR vendor as requiring further review. The UR vendor will then conduct a retrospective review utilizing the corresponding hospital medical records to ensure appropriate billing.

For reference, in 2024 DRG reviews provided a net savings of \$380,815.87.

The UR vendor will continually assess and identify DRG's other than the top 20 most utilized, to generate the most health care cost recovery and provide suggested alternatives.

Occasionally, DOCCS may ask the UR vendor to review a particular hospital DRG claim. In the event of a dispute between the UR vendor and the hospital, the hospital will be allowed two appeals before the claim will go to an outside arbiter for final determination.

- DOCCS reserves the right to ask the contractor to perform the following task:

Conduct a preliminary review of approximately 15% of all outpatient claims and 15% of all oral surgery claims. This review is to determine the service was provided based on the referral and properly billed based on the services performed and shall take place prior to DOCCS payment and within 10 business days from the date of claim entry. DOCCS will proceed with payment of all claims, even those identified by the UR vendor as requiring further review. The UR contractor will then conduct a retrospective review of the identified claims to ensure appropriate billing. At times, DOCCS may identify a particular issue and direct the contractor to investigate an issue and give feedback to DOCCS. The UR contractor shall specify the guidelines that will be used in the review of outpatient claims.

For reference, the current UR vendor was able to provide a net savings of \$681,832.63 for their outpatient reviews in 2024.

If it is determined to be in the best interest of the State, based on the percentage bid in Item 3 on **Attachment 6 - Cost Proposal Form**, DOCCS will ask the successful Bidder to provide the task. If the health care cost recovery is large enough, consideration may be given to raising the percentage of outpatient and oral surgery claims reviewed.

- Commence initial review of inpatient stays on the date of notification of admission, regardless of how patients are admitted (i.e., clinic, emergency room, transfer, planned admission, etc.) to assess medical necessity and appropriateness of setting. Continue concurrent review no less than three (3) times a week (or more frequently for seriously ill patients) and provide a written report to DOCCS via FHS1 data entry. 2,068 inpatient admissions were recorded during the 2024 calendar year.
- Be able to adjust the standardized criteria set to assimilate DOCCS' Practice Guidelines or other adjustments specific to DOCCS providing care in a secure setting.

Upon contract approval, an introductory WebEx meeting will be scheduled. Attendance by the Contractor is mandatory.

The Contractor must abide by and comply with all relevant departmental directives, policies & procedures, and regulations throughout the term of the contract. **Attachment 20** of this RFP contains the most relevant and important directive the Contractor will be expected to abide by. Contractor is responsible to abide by all DOCCS directives, not just the one found in **Attachment 20**. 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.

Contractor must operate in accordance with all applicable laws, rules, and regulations, and contractor entering into a contract with the State is expected to comply with all the terms and conditions contained herein.

4.2 Staffing

If utilizing a subcontractor(s), Contractors are to disclose the subcontractors to DOCCS and explain how they will be utilized. Contractors will also need to provide the subcontractor(s)' necessary licenses and credentials to DOCCS for approval prior to the subcontractor's start of work. If subcontracting is needed for the Contractor to perform all the duties outlined in this RFP, the Contractor will provide a description of how they intend to utilize subcontractors and must maintain all necessary certifications and permits throughout the duration of the contract.

All the Contractor's and subcontractor's employees that provide services are subject to background checks.

The Contractor will conduct recruitment, organization and training efforts that will provide an adequate number of appropriately trained and qualified staff to successfully carry out all tasks and deliverables outlined in [Section 4.0](#).

The Contractor will ensure all staffing needs of the program are met on an ongoing basis and will ensure the availability of appropriate personnel (RN reviewers) accessible by toll-free telephone for all questions and concerns between the hours of 7:30 a.m. and 5:00 p.m. Eastern Time. It is the responsibility of the Contractor to provide fully trained staff at all times during the life of the contract, ensuring the terms of the contract will be fully met. Contractor will monitor their staff's performance. When staff performance deficiencies are noted, the Contractor will correct performance to the satisfaction of DOCCS. DOCCS will not have dedicated DOCCS staff available to monitor staff performance.

DOCCS reserves the right to review and reject any proposed personnel, upon the initial review of their resume.

Furthermore, DOCCS reserves the right to reject any Contractor or Subcontractor staff, for any reason, throughout the term of the contract. Replacement staff member or members must be of equal or greater qualifications.

The contractor will ensure all staffing needs of the program are met on an ongoing basis.

4.2.1 Contract Manager/Point of Contact

Contractor shall identify a designated Contract Manager and provide their plan for training Contractor's staff to maintain adequate levels of customer service delivery to meet DOCCS requirements throughout the term of the contract. The Contract Manager will be available as the primary point of contact with DOCCS Health Services for issues related to the contract and the Contractor's performance.

The Contractor will resolve within 48 hours any training and technical difficulties that arise, without requiring intervention by DOCCS staff, and propose how to achieve an acceptable solution to DOCCS. Contractor liaison will be primarily responsible for resolving issues and informing DOCCS of resolutions to the satisfaction of DOCCS.

The DOCCS Registered Nurse 2 ("SURN") will be the point of contact for Contractor's reviewer to advise of any difficulty obtaining review or discharge challenges (i.e., wound vacs, isolation, TB suspect, etc.). If after two (2) attempts by the Contractor to the outside hospital and no medical information is received, the Contractor shall notify the SURN.

4.2.2 Training

The Contractor will provide remote and/or in-person training and may need to travel to various sites within New York State (i.e., contracted outside hospitals, DOCCS correctional facilities and offices, etc.), as directed by DOCCS, for the purpose of providing training to DOCCS staff and vendors and conducting performance evaluations where the vendor will evaluate their staff's performance. Vendor will advise on what performance evaluation tools they plan to utilize and their plan to monitor their staff's performance.

The Contractor will be required to provide HIPAA training to each staff member prior to providing services to DOCCS. The Contractor will also be required to provide documentation to the DOCCS Director of Health Services, Operations and Management, or their designee, demonstrating the training was completed.

4.3 Quality Assurance

The Contractor must establish a Quality Assurance ("QA") program for the review of services provided by the contractor and evidence of a defined process to rectify areas of concern. Areas of concern identified by the QA program will be shared with DOCCS through meetings as needed. It is estimated that meetings will take place not more than monthly and not less than quarterly, the exact frequency to be determined by DOCCS. The Contractor will seek to advance and assure the quality of the referrals entered into FHS1 Clinic Scheduling System. On a case-by-case basis, the Contractor will advise DOCCS of any "process concerns" identified in the course of its Utilization Management function and will also share this information through these meetings.

Contractor must provide updated proof of registration as a UR agent every two (2) years pursuant to Insurance Law Article 49 throughout the contract term (Per section 3.0, Article 49 NYS Public Health Law).

4.4 Reporting/Record Keeping

DOCCS must be in receipt of quarterly reports that reflect workload, program success, and opportunities for improvement. These reports will be distributed and reviewed at the respective monthly teleconferenced meetings. DOCCS reserves the right to request the Contractor to travel to Albany for in-person meetings, if deemed necessary.

When inconsistencies between service areas are identified in specialty care referrals, the Contractor will identify, analyze, and research the referrals to identify trends and recommend best practice solutions (indicated on the report under "opportunities for improvement"). Contractor will provide this information to DOCCS in the quarterly report.

Any deficiencies reported should be accompanied by specific recommendations for improvement. At a minimum, reports should contain the following information:

- Documentation of the Contractor's policies and procedures that cover all aspects of the Utilization Review (UR) process.
- Procedures to assure UR determinations are made within specific timeframes as noted in [Section 4.0 - Scope of Work](#).
- Number of claims verified.
- Accuracy rate.
- Percent of referrals approved.

- Percent of referrals preliminarily denied and reasons for denial.
- Percent of referrals pending and reasons for pending.
- Total admissions and length of inpatient stays.

4.5 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”). Under no circumstances will any records be released to any person, agency, or organization without specific written permission of 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 the performance of this contract.

4.6 Transition

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

The Contractor shall ensure any transition to DOCCS, a DOCCS agency, or successor Contractor is done in a way that provides DOCCS with uninterrupted UR services. This includes, and 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 Contractor's 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 applies 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 ("OSC").

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 the 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@doocs.ny.gov. **Please reference "RFP 2024-17" on the subject line of your email.**

It is the Bidder's responsibility to ensure an 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.

Official answers to all written questions will be posted on the DOCCS website <https://doocs.ny.gov/procurement-opportunities> and New York State Contractor Reporter website <http://www.nyscr.ny.gov/> on or about the date listed in the above [Section 1.0 – Calendar of Events](#).

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 <https://doccs.ny.gov/procurement-opportunities> and the New York State Contract Reporter site <https://www.nyscr.ny.gov/contracts.cfm>.

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 Method of Payment

Any payment made by DOCCS to the Vendor 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 Contractor information and supporting documentation. The Contractor must submit billing invoices on a monthly basis. Specific invoicing schedules will be determined mutually between DOCCS and the Contractor after notice of contract award.

Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/vendor/epayments.htm, by email at epayments@osc.state.ny.us or telephone at (518) 408-4672 or 855-233-8363.

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

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

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

Price Adjustment (Escalation/De-escalation):

All rates shall be firm for the first year of the contract. Rates will be automatically adjusted up or down on each anniversary date of the contract. Adjustments will be based on the Consumer Price Index (CPI) for all Urban Consumers, Not Seasonally Adjusted, U.S. City Average, Professional Services, with series ID: CUUR000SEMC, CUUS0000SEMC. No change shall exceed 5%. In the event the specified index is discontinued or is no longer published by the Bureau of Labor Statistics (www.bls.gov), the contractor and DOCCS will negotiate a mutually acceptable replacement index.

Payment Terms:

Payment for services rendered in accordance with the terms and conditions specified in this RFP and to the satisfaction of DOCCS are to be paid based on [Section 4.0 - Scope of Work](#), [Section - 6.3 Cost Proposal](#), and [Attachment C - Cost Proposal](#).

5.5 Minority- & Women-owned Business Enterprise Requirements

Pursuant to New York State Executive Law Article 15-A, DOCCS 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 MWBE

For purposes of this solicitation, DOCCS hereby establishes an overall goal of **30%** for MWBE participation, **15%** for Minority-owned Business Enterprises (“MBE”) participation, and **15%** for Women-owned Business Enterprises (“WBE”) participation (based on the current availability of qualified MBE and WBE and outreach efforts to certified MWBE firms). A Contractor on the subject contract (“Contract”) must document good faith efforts to provide meaningful participation by MWBE as subcontractors or suppliers in the performance of the Contract, and Contractor agrees 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 MWBE 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.

By submitting a bid, Bidder agrees to complete an MWBE Utilization Plan of this RFP. DOCCS will review the submitted MWBE Utilization Plan. If the plan is not accepted, DOCCS may issue a notice of deficiency. If a notice of deficiency is issued, Bidder agrees that it shall respond to the notice of deficiency within seven (7) business days of receipt. DOCCS may disqualify a Bidder as being non-responsive under the following circumstances:

- a) If a Bidder fails to submit an MWBE Utilization Plan;
- b) If a Bidder fails to submit a written remedy to a notice of deficiency;
- c) If a Bidder fails to submit a request for waiver (if applicable); or

d) If DOCCS determines the Bidder has failed to document good-faith efforts.

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

The Contractor will be required to submit a Contractor's Quarterly MWBE Contractor Compliance & Payment Report to 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 MWBE had the Contractor achieved the contractual MWBE goals; and (2) all sums actually paid to MWBE 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 Submission of Written 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) Requirements

By submission of a bid or proposal in response to this solicitation, the Bidder agrees with all 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 EEO (Equal Employment Opportunity) policy statement in accordance with **Attachment 13 – MWBE and 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 subcontractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status, or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

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, shall 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 14 – EEO100 Staffing Plan** identifying the anticipated workforce to be utilized on the Contract. Additionally, the Bidder should submit a completed **Attachment 13 – MWBE and EEO Policy Statement**, to DOCCS with their bid or proposal. If awarded a contract, the Bidder will, upon request, submit to DOCCS an EEO Workforce Quarterly Compliance Report (Form EEO 101) identifying the workforce actually utilized on the contract.

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.

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

Section 5-a of the NYS 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 NYS are in excess of \$300,000 for the four (4) quarterly periods immediately preceding the quarterly period in which the certification is made, and with respect to any affiliates and subcontractors whose sales delivered into NYS exceeded \$300,000 for the four (4) quarterly periods immediately preceding the quarterly period in which the certification is made.

This law imposes upon certain Contractors the obligation to certify whether or not the Contractor, its affiliates, and its subcontractors are required to register to collect state sales and compensating use tax and Contractors must certify to DTF that each affiliate and subcontractor exceeding such sales threshold is registered with DTF to collect NYS and local sales and compensating use taxes. The law prohibits the State Comptroller, or other approving agencies, from approving a contract awarded to an Offeror 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 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 NYS 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, Department of Corrections and Community Supervision, Certificates of Insurance (hereinafter referred to as "Certificates"), evidencing compliance with all requirements. Such Certificates shall be of a form and substance acceptable to DOCCS. Certificate acceptance and/or approval by DOCCS does not and shall not be construed to relieve the Contractor of any obligations, responsibilities, or liabilities under the Contract.

Contractors shall be required to procure, at their sole cost and expense, and shall maintain in force at all times during the term of any Contract resulting from this solicitation, policies of insurance as required by this Section. All insurance required by this Section shall be written by companies that have an A.M. Best Company rating of "A-," Class "VII" or better. In addition, companies writing insurance intended to comply with the requirements of this Section should be licensed or authorized by the NYS 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 Section 5.12.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 5.12.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 appendices) or electronic versions of the same that can be directly traced back to the insurer, agent, or broker via email distribution or similar means will be accepted.

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

1. **Primary Coverage.** All liability insurance policies shall provide that the required coverage shall be primary and non-contributory to other insurance available to the People of the State of New York, the New York State Department of Corrections and Community Supervision, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees. Any other insurance maintained by the People of the State of New York, the New York State Department of Corrections and Community Supervision, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees shall be excess of all applicable Contractor's insurance, including any umbrella and/or excess policies, and shall not contribute with the Bidder/Contractor's insurance.
2. **Breach for Lack of Proof of Coverage.** The failure to comply with the requirements of this Section at any time during the term of the Contract shall be considered a breach of the terms of the Contract and shall allow the People of the State of New York, the New

York State Department of Corrections and Community Supervision, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees to avail themselves of all remedies available under the Contract or at law or in equity.

3. **Self-Insured Retention/Deductibles.** Certificates of Insurance must indicate the applicable deductibles/self-insured retentions for each listed policy. Deductibles or self-insured retentions above \$100,000.00 are subject to approval from DOCCS. Such approval shall not be unreasonably withheld, conditioned, or delayed. 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.
4. **Subcontractors.** Prior to the commencement of any work by a subcontractor, the Contractor shall require such subcontractor to procure policies of insurance as required by this Section and maintain the same in force during the term of any work performed by that subcontractor.
5. **Waiver of Subrogation.** For all liability policies and the workers' compensation insurance required below, the 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.
6. **Additional Insured.** The Contractor shall cause to be included in each of the liability policies required below, coverage for ongoing 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 5.12.B** below. A blanket Additional Insured Endorsement evidencing such coverage is also acceptable. For Contractors who are self-insured, the Contractor shall be obligated to defend and indemnify the above-named additional insureds with respect to Commercial General Liability and Business Automobile Liability, in the same manner that the

Contractor would have been required to pursuant to this Section had the Contractor obtained such insurance policies.

7. **Excess/Umbrella Liability Policies.** Required insurance coverage limits may be provided through a combination of primary and excess/umbrella liability policies; however, a minimum of one million dollars (\$1,000,000.00) must be primary coverage for general liability and auto liability. All Contractor's applicable insurance policies, including umbrella and excess insurance, will be primary to any insurance, self-insurance, deductible, or self-insured retention of The People of the State of New York, the New York State Department of Corrections and Community Supervision, or any entity authorized by law or regulation to use the Contract and their officers, agents, and employees. If coverage limits are provided through excess/umbrella liability policies, then a Schedule of underlying insurance listing policy information for all underlying insurance policies (insurer, policy number, policy term, coverage and limits of insurance), including proof that the excess/umbrella insurance follows form must be provided upon request.
8. **Notice of Cancellation or Non-Renewal.** Policies shall be written so as to include the requirements for notice of cancellation or non-renewal in accordance with the New York State Insurance Law. Within five (5) business days of receipt of any notice of cancellation or non-renewal of insurance, the Contractor shall provide DOCCS with a copy of any such notice received from an insurer together with proof of replacement coverage that complies with the insurance requirements of this solicitation and any Contract resulting from this solicitation.
9. **Policy Renewal/Expiration.** Upon policy renewal/expiration, evidence of renewal or replacement of coverage that complies with the insurance requirements set forth in this solicitation and any Contract resulting from this solicitation shall be delivered to DOCCS. If, at any time during the term of any Contract resulting from this solicitation, the coverage provisions and limits of the policies required herein do not meet the provisions and limits set forth in this solicitation or any Contract resulting from this solicitation, or proof thereof is not provided to DOCCS, the Contractor shall immediately cease work. The Contractor shall not resume work until authorized to do so by DOCCS.
10. **Deadlines for Providing Insurance Documents after Renewal or Upon Request.** As set forth herein, certain insurance documents must be provided to the DOCCS Contract Procurement Unit. This requirement means 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
11. Notwithstanding the foregoing, if the Contractor shall have promptly requested the insurance documents from its broker or insurer and shall have thereafter diligently taken all steps necessary to obtain such documents from its insurer and submit them to DOCCS, DOCCS shall extend the time period for a reasonable period under the circumstances, but in no event shall the extension exceed 30 calendar days.

B. Insurance Requirements

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

The Contractor shall not take any action, or omit to take any action, that would suspend or invalidate any of the required coverages during the period of time such coverages are required to be in effect.

Not less than 30 days prior to the expiration date or renewal date, the Contractor shall supply to DOCCS updated replacement Certificates of Insurance and amendatory endorsements.

Insurance Type		Proof of Coverage is Due
Commercial General Liability	[Not less than \$2,000,000 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	Not less than \$1,000,000 each occurrence	
Professional Errors and Omissions (medical malpractice) Insurance	\$2,000,000 each occurrence	
Crime Insurance	[Not less than \$50,000]	Upon notice of tentative award. Contact your Ins. Carrier or licensed NYS insurance agent for these forms.
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.

If such insurance contains an aggregate limit, it shall apply separately on a per job or per project basis.

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

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

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

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

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

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

In the event that the Contractor does not own or lease any automobiles used in connection with performance under the Contract, but the Contractor does subcontract, hire, and/or utilize non-owned automobiles in connection with performance under the Contract, the Contractor, subcontractor, or owner of the automobile(s) must: (i) obtain Business Automobile Liability Insurance as required by this solicitation or any Contract resulting from this solicitation, except that such insurance may be limited to liability arising out of hired and/or non-owned automobiles, as applicable; and (ii) attest to the fact that the Contractor does not own or lease any automobiles used in connection with performance under the Contract, on a form provided by DOCCS. If, however, during the term of the Contract, the Contractor acquires or leases any automobiles that will be used in connection with performance under the Contract, the Contractor must obtain Business Automobile Liability Insurance that meets all 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:** 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 (Medical Malpractice):** If providing professional occupation job titles, the Contractor shall maintain, or if subcontracting professional services, shall certify that the subcontractor(s) maintain, Professional Liability insurance.
- Such insurance shall apply to professional errors, acts, or omissions arising out of the Scope of Work.
 - If coverage is written on a claims-made policy, the Contractor warrants that any applicable retroactive date precedes the effective date of the Contract; 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 Work 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 provision 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.

The Certificate Holder must name the NYS Department of Corrections and Community Supervision, Division of Support Operations / Contract Procurement Unit, The Harriman State Campus, 1220 Washington Avenue, Building 4, Albany, NY 12226-2050, as the Entity Requesting Proof of Coverage (Entity being listed as the Certificate Holder).

5.10 Subcontracting

Bidders may propose the use of a subcontractor. The Contractor shall obtain prior written approval from DOCCS before entering into an Agreement for services to be provided by a subcontractor. The Contractor is solely responsible for assuring the requirements of the RFP are met. All subcontracts shall contain provisions specifying that the work performed by the subcontractor must be in accordance with the terms of the prime contract, and that the subcontractor specifically agrees to be bound by the confidentiality provisions set forth in the Agreement between DOCCS and the Contractor. DOCCS reserves the right to request removal of any Bidder's staff or subcontractor's staff if, in DOCCS' discretion, such staff are not performing in accordance with the Agreement. Subcontractors whose contracts are valued at or above \$100,000 will be required to submit the Vendor Responsibility Questionnaire upon selection of the Prime Contractor.

Any known/planned use of subcontractors must be disclosed in detail with the bid submission. If subcontractors are to be used for base scope services, it shall be understood that the bid price includes the cost of the subcontractor and no additional markups will be allowed. The Contractor's use of subcontractors shall not diminish the Contractor's liabilities or obligations in this RFP or resultant Contract. The Contractor shall coordinate and control the work of the subcontractors.

5.11 DOCCS' Procurement Rights

- A. DOCCS reserves the right to 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
- B. 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)/Trade Secrets

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

5.13 Procurement Lobbying

Pursuant to State Finance Law §§139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between DOCCS and an Offeror/Bidder during the procurement process. An Offeror/Bidder is restricted from making contacts from the earliest notice of intent to solicit offers/bids through final award and approval of the Procurement Contract by DOCCS and, if applicable, the Office of the State Comptroller ("restricted period") to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). Designated staff, as of the date hereof, is identified on the cover page of this solicitation. DOCCS employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offeror/Bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two (2) findings within a four-year period, the Offeror/Bidder is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found on the OGS website: <http://www.ogs.ny.gov/acpl>.

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 that 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 offerors with respect to determinations of non-responsibility and debarment. (Bidders responding to this RFP should submit a completed and signed **Attachment 8 – Procurement Lobbying Certification and 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.
- 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 NYS 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 the End of the 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, the OSC, 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

Bidders will be accorded fair and equal treatment with respect to the opportunity for debriefings. Unsuccessful Bidders will be notified in writing and will be offered an opportunity for a debriefing. Bidders requesting a debriefing prior to the final approval of the contract must make a request in writing to the designated contact person within 15 days of the notification. The debriefing would be limited to review of that Bidder's proposal. After the final contract approval, DOCCS shall, upon request, provide a debriefing to any Bidder that responded to the solicitation, regarding the reason(s) the proposal submitted by the unsuccessful Bidder was not selected for a contract award. The post-award debriefing should be requested by the bidder within 30 days of approval of the contract as posted on the following OSC website:

<http://www2.osc.state.ny.us/transparency/contracts/contractsearch.cfm>

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 OSC. These procedures can be found in Chapter XI, Section 17, of the Guide to Financial Operations (GFO), which is available online at: <http://www.osc.state.ny.us/agencies/guide/MyWebHelp/>.

5.17 Piggybacking

New York State Finance Law Section 163(10)(e) (see also <https://ogs.ny.gov/procurement/piggybacking-using-other-existing-contracts>) allows the Commissioner of the NYS Office of General Services to consent to the use of this Contract by other NYS 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 NYS 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 NYS, Bidders/Proposers for this Contract for commodities, services, or technology are strongly encouraged and expected to consider NYS 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 11 - Encouraging Use of New York State Businesses in Contract Performance**, to indicate their intent to use/not use NYS 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 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.

The Department has determined, pursuant to New York State Executive Law Article 15-A, that the assessment of the diversity practices of respondents of this procurement is practical, feasible, and appropriate. Accordingly, respondents to this procurement may include as part of their response, as described in this RFP herein, the **Attachment 5 - 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

Article 3 of the New York State Executive Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOBs"), thereby further integrating such businesses into New York State's economy. DOCCS recognizes the need to promote the employment of service-disabled veterans and to ensure that certified SDVOBs 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 NYS, 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.

A. Contract Goals

DOCCS hereby establishes an overall goal of **6%** for SDVOB participation for this procurement, based on the current availability of qualified SDVOBs. For purposes of providing meaningful participation by SDVOBs, the Bidder/Contractor should reference the directory of NYS Certified SDVOBs found at: <https://ogs.ny.gov/veterans/>.

1. Questions regarding compliance with SDVOB participation goals should be directed to the DOCCS Designated Contacts. Additionally, following Contract execution, 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 additional methods of maximizing participation by SDVOBs on the Contract.
2. Contractor must document "good faith efforts" to provide meaningful participation by SDVOBs as subcontractors or suppliers in the performance of the Contract (see **clause IV** below).

B. SDVOB Utilization Plan

1. In accordance with 9 NYCRR § 252.2(i), Bidders are required to submit a completed SDVOB Utilization Plan on Form SDVOB 100 with their bid.

2. The Utilization Plan shall list the SDVOBs that the Bidder intends to use to perform the Contract, a description of the work that the Bidder intends the SDVOB to perform to meet the goals on the Contract, the estimated dollar amounts to be paid to an SDVOB, or, if not known, an estimate of the percentage of Contract work the SDVOB will perform. By signing the Utilization Plan, the Bidder acknowledges that making false representations or providing information that shows a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Any modifications or changes to the agreed participation by SDVOBs after the Contract award and during the term of the Contract must be reported on a revised SDVOB Utilization Plan and submitted to DOCCS.
3. DOCCS will review the submitted SDVOB Utilization Plan and advise the Bidder/Contractor of DOCCS acceptance or issue a notice of deficiency within 20 days of receipt.
4. If a notice of deficiency is issued, Bidder/Contractor agrees that it shall respond to the notice of deficiency, within seven business days of receipt, by submitting to DOCCS a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by DOCCS to be inadequate, DOCCS shall notify the Bidder/Contractor and direct the Bidder/Contractor to submit, within five business days of notification by DOCCS, a request for a partial or total waiver of SDVOB participation goals on SDVOB 200. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.
5. DOCCS may disqualify a Bidder's bid or proposal as being non-responsive under the following circumstances:
 - (a) If a Bidder fails to submit an SDVOB Utilization Plan;
 - (b) If a Bidder fails to submit a written remedy to a notice of deficiency;
 - (c) If a Bidder fails to submit a request for waiver; or
 - (d) If DOCCS determines that the Bidder has failed to document good faith efforts.
6. If awarded a Contract, Contractor certifies that it will follow the submitted SDVOB Utilization Plan for the performance of SDVOBs on the Contract pursuant to the prescribed SDVOB contract goals set forth above.
7. Contractor further agrees that a failure to use SDVOBs as agreed in the Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, DOCCS shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsibility.

C. Request for Waiver

1. **Prior to submission of a request for a partial or total waiver, Bidder/Contractor shall speak to the Designated Contacts at DOCCS for guidance.**
2. In accordance with 9 NYCRR § 252.2(m), a Bidder/Contractor that is able to document good faith efforts to meet the goal requirements, as set forth in clause IV below, may submit a request for a partial or total waiver on Form SDVOB 200, accompanied by supporting documentation. A Bidder may submit the request for waiver at the same time

it submits its SDVOB Utilization Plan. If a request for waiver is submitted with the SDVOB Utilization Plan and is not accepted by DOCCS at that time, the provisions of clauses II (C), (D) & (E) will apply. If the documentation included with the Bidder's/Contractor's waiver request is complete, DOCCS shall evaluate the request and issue a written notice of acceptance or denial within 20 days of receipt.

3. Contractor shall attempt to utilize, in good faith, the SDVOBs identified within its SDVOB Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract award may be made at any time during the term of the Contract to DOCCS, but must be made no later than prior to the submission of a request for final payment on the Contract.
4. If DOCCS, upon review of the SDVOB Utilization Plan and Monthly SDVOB Compliance Report (SDVOB 101) determines that Contractor is failing or refusing to comply with the contract goals and no waiver has been issued in regards to such non-compliance, DOCCS may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven business days of receipt. Such response may include a request for partial or total waiver of SDVOB contract goals.

Waiver requests should be sent to DOCCS at MWBE-SDVOB@doccs.ny.gov.

D. Required Good Faith Efforts

In accordance with 9 NYCRR § 252.2(n), Contractors must document their good faith efforts toward utilizing SDVOBs on the Contract. Evidence of required good faith efforts shall include, but not be limited to, the following:

- (1) Copies of solicitations to SDVOBs and any responses thereto.
- (2) Explanation of the specific reasons each SDVOB that responded to Bidders'/Contractors' solicitation was not selected.
- (3) Dates of any pre-bid, pre-award or other meetings attended by Contractor, if any, scheduled by DOCCS with certified SDVOBs whom DOCCS determined were capable of fulfilling the SDVOB goals set in the Contract.
- (4) Information describing the specific steps undertaken to reasonably structure the Contract scope of work for the purpose of subcontracting with, or obtaining supplies from, certified SDVOBs.
- (5) Other information deemed relevant to the waiver request.

E. Monthly SDVOB Contractor Compliance Report

In accordance with 9 NYCRR § 252.2(q), Contractor is required to report Monthly SDVOB Contractor Compliance to DOCCS during the term of the Contract for the preceding month's activity, documenting progress made towards achieving the Contract SDVOB goals.

This information must be submitted using form SDVOB 101 available on the DOCCS website <https://doccs.ny.gov/procurement-opportunities> and should be completed by the Contractor and submitted to DOCCS, by the 10th day of each month during the term of the Contract, for the preceding month's activity to: MWBE-SDVOB@doccs.ny.gov.

F. Breach of Contract and Damages

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.

SDVOB FORMS ARE AVAILABLE AT: <https://ogs.ny.gov/veterans/forms>

5.21 Intellectual Property

Any work product created pursuant to this Agreement and any subcontract shall become the sole and exclusive property of the Department, 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 10 – 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

Bidders should review this executive order prior to submitting proposals. You may access the executive order on the Governor's Web site at: <https://www.governor.ny.gov/executiveorders>. If translation/interpretation services are required for languages other than the Spanish language, the selected Contractor must agree to comply with any requests by DOCCS to provide documents or other assistance to allow for translation or interpretation to be conducted. Any costs associated with the translation or interpretation services will be incurred by DOCCS.

5.24 Executive Order Number 16

Bidders must review Executive Order 16 prior to submitting bids. You may access the executive order on the Governor's website: <https://www.governor.ny.gov/executiveorders>. Pursuant to Executive Order 16, all Bidders responding to this solicitation shall complete **Attachment 16** certifying the status of their business operations in Russia, if any.

5.25 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 15**).

5.26 Sexual Harassment Prevention Certification

Pursuant to New York State Finance Law § 139-I, every bid made on or after January 1, 2019 to the State or any public department or agency thereof, where competitive bidding is required by statute,

rule, or regulation, for work or services performed or to be performed or goods sold or to be sold, and where otherwise required by such public department or agency, shall contain a certification that the Bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees (see **Attachment 17**). 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 employers may utilize to meet the requirements of New York State Labor Law § 201-g. The model sexual harassment prevention policy, model sexual harassment training materials, and further guidance for employers, can be found online at the following URL: <https://www.ny.gov/combating-sexual-harassment-workplace/employers>.

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

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

5.27 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.

5.28 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.

Procurement Lobbying (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.

5.29 Extent of Services

DOCCS reserves the right to renegotiate 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 18**), including and not limited to the following:

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

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

5.31 Health Insurance Portability and Accountability Act

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

5.32 Business Associate Agreement

Upon contract award, the vendor will be required to sign a Business Associate Agreement (see **Attachment 19**) demonstrating their commitment to protecting sensitive data in accordance with applicable privacy laws, rules, and regulations.

5.33 Ethics Compliance

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

5.34 New York State Vendor File Registration

Prior to being awarded a contract pursuant to this Solicitation, the Bidder(s) must be registered in the NYS Vendor File (Vendor File) administered by the OSC. This is a central registry for all vendors who do business with NYS Agencies and the registration must be initiated by a State Agency. Following the initial registration, a unique NYS 10-digit vendor identification number will be assigned to your company for usage on all future transactions with New York State. Additionally, the Vendor File enables vendors to use the Vendor Self-Service application to manage all vendor information in one central location for all transactions related to the State of New York. If Bidder is already registered in the NYS Vendor File, list the 10-digit vendor ID number on **Attachment 1 - Application Cover Sheet**.

If a Bidder is not currently registered with the NYS Vendor File, upon notice of contract award, DOCCS shall request a completed OSC Substitute W-9 form. A fillable form with instructions can be found at the following link: http://www.osc.state.ny.us/vendors/forms/ac3237s_fe.pdf. DOCCS will initiate the vendor registration process. Once the process is initiated, registrants will receive an email from OSC that includes the unique 10-digit vendor identification number assigned to the company and instructions on how to enroll in the online Vendor Self-Service application. For more information regarding the NYS Vendor File, please visit: http://www.osc.state.ny.us/vendor_management/.

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

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

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

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

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

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

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

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 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, and Cost packages inclusive of all materials as summarized in **Attachment 2 - Bid 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 presentation of qualifications. Evaluations of the Administrative, Technical, 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 Technical 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. Application Cover Sheet

Submit a completed **Attachment 1 – Application Cover Sheet**.

B. Bid Submission Checklist

Submit a completed **Attachment 2 – Bid Submission Checklist**.

C. Bidder's Certified Statements

Submit **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. Any addenda to this solicitation, including the Questions and Answers document.

E. Freedom of Information Law – Proposal Redactions

Bidders must clearly and specifically identify 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. See [Section 5.12 - Freedom of Information Law](#).

F. Vendor Responsibility Questionnaire

Complete, certify, and file a NYS Vendor Responsibility Questionnaire. DOCCS recommends that vendors file the required Vendor Responsibility Questionnaire online via the NYS VendRep System. To enroll in and use the NYS 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.state.ny.us/state-vendors/vendrep/enroll-vendrep-system>.

Vendors must provide their NYS 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 itservicedesk@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 OSC Help Desk for a copy of the paper form.

G. References

Provide references using **Attachment 4 - References** for three (3) professional references that can outline the Bidder's past work performance. In addition to a completed **Attachment 4**, letters of recommendation on official letterhead from each reference mentioned on **Attachment 4** should be included. The letters should include a contact name, address, and phone number, and email address for inquiries. DOCCS reserves the right to contact references for clarification and/or verification of information provided via Attachment 4 and accompanying letters of recommendation. In the event that any/all references cannot be reached, DOCCS will request two (2) alternate references. Please note references from the Department of Corrections and Community Supervision staff are not acceptable.

H. Procurement Lobbying Certification

Submit a completed **Attachment 8 – Procurement Lobbying Certification and Disclosure of Prior Non-Responsibility Determination**.

I. Consultant Disclosure Reporting Requirements

Submit a completed **Attachment 9 – Consultant Disclosure Reporting Requirements**.

J. Vendor's Assurance of No Conflict of Interest or Detrimental Effect

Submit **Attachment 10 - Vendor's Assurance of No Conflict of Interest or Detrimental Effect**, which includes information regarding the Bidder, members, shareholders, parents, affiliates, or subcontractors. **Attachment 10** must be signed by an individual authorized to bind the Bidder contractually.

K. Encouraging Use of New York Businesses in Contract Performance

Submit **Attachment 11 - 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. If you do not plan to partner with a NYS business, please indicate this on the form and return it with your proposal.

L. MWBE or Small Business Enterprise Certification

Submit a completed **Attachment 12 – MWBE or Small Business Enterprise Certification**.

M. MWBE - EEO Policy Statement

By completing the **Attachment 13 - Minority- and Women-owned Business Enterprises – Equal Employment Opportunity (MWBE-EEO) Policy Statement**, Bidder agrees to adopt DOCCS' policies to assist in achieving the MWBE contract participation goals set by DOCCS and provide Equal Employment Opportunities.

N. EEO Staffing Plan

The Bidder will be required to submit a completed **Attachment 14 – EEO100 Equal Employment Opportunity (EEO) Staffing Plan** identifying the anticipated workforce to be utilized on the contract.

O. Executive Order 177 Prohibiting Contracts with Entities that Support Discrimination

Submit **Attachment 15** certifying the Bidder 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.

P. Executive Order 16 Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia

Submit **Attachment 16** certifying the Bidder does not conduct business operations in Russia within the meaning of Executive Order 16.

Q. State Finance Law §139-I Certification

Submit **Attachment 17 – Sexual Harassment Prevention Policy Certification.**

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 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 of RFP

C.1 Minimum Qualifications

Bidders must be able to meet all requirements stated in [Section 3.1](#). 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 minimum of two (2) years' experience in Utilization Management.
- Evidence of current program accreditation by Utilization Review Accreditation Committee (URAC); and
- Upon award of the contract the bidder must register as a UR agent under Article 49 of the NYS Public Health Law. Continuation of the contract is contingent upon the bidder's completion of registration. (To review Article 49, please visit the following website: <https://www.nysenate.gov/legislation/laws/PBH/A49T1>.)

C.2 Preferred Qualifications

Bidder should submit documentation that demonstrates their experience with the following outlined in [Section 3.2 - Preferred Qualifications](#). Bidders are requested to provide such documentation in the form of a narrative description outlining project names, dates, and a brief synopsis of each project.

- The bidder has experience working with a correctional facility; and/or an incarcerated population.

D. Technical Proposal Narrative

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, including the following information:**

D.1 Organization and Experience

Provide a detailed narrative for each of the following:

1. Provide a brief history and description of the Bidder's organization. This should include a chart outlining the organizational structure that will be used for this project.
2. Provide a narrative description of the organization's documented experience in providing utilization management services of similar scope and size (see [Section 2.1 - Introductory Background](#)). Specify the total number of years of experience, and the sizes of the populations. Provide a list of contracts for which the organization

provided similar services within the past two (2) years. Identify current services of a similar nature that are being provided to other companies and/or agencies.

D.2 Work Plan

Provide a detailed plan describing how the Bidder plans to provide the services and deliverables as set forth in this RFP and meet the following objectives to the satisfaction of DOCCS as outlined in [Section 4.1](#).

1. Describe the plan to provide a statewide utilization management program which will use standardized criteria for the review and determination of medical necessity of all secondary and tertiary care requested on behalf of incarcerated individuals within DOCCS' custody. This is to include incarcerated individuals in work release programs. Include in the plan the following:
 - a. Process referrals for specialty care services and communicate as needed with each of DOCCS' health units and Central Office via FHS1 Clinic Scheduling System.
 - b. Provide a decision on the same business day for any "emergent" and/or "urgent" referrals as outlined below:
 - Approve: Call the appropriate nurse scheduler.
 - Pend: Notify the requesting facility by phone.
 - Preliminarily Deny: Send a high priority email to the Regional Medical Director (RMD) or Regional Dental Director (RDD) for that facility. The RMD or RDD is responsible for making the final determination.
 - a. Render an electronic decision within one (1) business day for all "soon" referrals, three (3) business days for all "routine" referrals, and five (5) business days for all "assigned" referrals.
 - b. Verify ALL inpatient and outpatient medical and oral surgery claims for payment via DOCCS' FHS1 Medical Claims Processing System by utilizing DOCCS' FHS1 Clinic Scheduling System or DOCCS ClaimConnect Medical Bill Payment Software System and other available means to confirm health care delivery. Vendor will have access to all incarcerated individuals' medical referrals, appointments, etc. via the DOCCS' FHS1 system and DOCCS ClaimConnect Medical Bill Payment Software System to aid in this process.
 - c. Conduct a preliminary review of all inpatient UB04's bearing any one of the top 20 most utilized Diagnosis-Related Groups ("DRG's"). This review is to take place prior to DOCCS payment to an outside hospital and within 10 business days from the date of claim entry and consist of review of the claim for potential incorrect billing that may result in overpayments. If, based on this preliminary review it is determined the potential exists for overpayment, the vendor will request a copy of the medical records from the hospital so the vendor can perform a complete review. DOCCS will proceed with payment of all claims, even those identified by the UR vendor as requiring further review. The UR vendor will then conduct a retrospective review utilizing the corresponding hospital medical records to ensure appropriate billing. The UR vendor is to continually assess and identify DRG's other than the top 20 most utilized, to generate the most health care cost recovery and provide suggested alternatives.

Occasionally, DOCCS may ask the UR vendor to review a particular hospital DRG claim. In the event of a dispute between the UR vendor and the hospital, the hospital will be allowed two appeals before the claim will go to an outside arbiter for final determination.

- d. DOCCS reserves the right to ask the contractor to perform the following task:

Conduct a preliminary review of approximately 15% of all outpatient claims and 15% of all oral surgery claims. This review is to determine the service was provided based on the referral and properly billed based on the services performed and shall take place prior to DOCCS payment and within 10 business days from the date of claim entry. DOCCS will proceed with payment of all claims, even those identified by the UR vendor as requiring further review. The UR contractor then conducts a retrospective review of the identified claims to ensure appropriate billing. At times, DOCCS may identify a particular issue and direct the contractor to investigate an issue and give feedback to DOCCS. The UR contractor specifies the guidelines that are to be used in the review of outpatient claims.

If it is determined to be in the best interest of the State, DOCCS will ask the successful Bidder to provide the task. If the health care cost recovery is large enough, consideration may be given to raising the percentage of outpatient and oral surgery claims reviewed.

- e. Commence initial review of inpatient stays on the date of notification of admission, regardless of how patients are admitted (i.e., clinic, emergency room, transfer, planned admission, etc.) to assess medical necessity and appropriateness of setting. Continue concurrent review no less than three (3) times a week (or more frequently for seriously ill patients) and provide a written report to DOCCS via FHS1 data entry. 2,068 inpatient admissions were recorded during the 2024 calendar year.
 - f. Be able to adjust the standardized criteria set to assimilate DOCCS' Practice Guidelines or other adjustments specific to DOCCS providing care in a secure setting.
2. Describe how vendor plans to operate in accordance with all applicable laws, rules, and regulations, and contractor entering into a contract with the State is expected to comply with all the terms and conditions contained herein.
 3. Provide documentation of the nationally recognized and accepted standardized clinical review criteria utilized by the vendor.
 4. Provide evidence to ensure policies and procedures applicable to laws governing the confidentiality of medical records are in place. In addition, the Bidder shall be required to provide documentation outlining in detail compliance with the Health Information Portability and Accountability Act of 1996 (HIPAA). Bidder must describe their practice to ensure their ongoing compliance.
 5. If utilizing a subcontractor(s), please list them and explain how they will be utilized.

D.3 Staffing (see [Section 4.2](#))

1. If utilizing a subcontractor(s), list them and explain how they will be utilized.
 - a. Provide your plan to ensure the subcontractors have the necessary licenses and credentials to DOCCS for approval prior to the subcontractor's start of work. If subcontracting is needed for the Contractor to perform all the duties outlined in this RFP, the Contractor will provide a description of how they intend to utilize subcontractors and must maintain all necessary certifications and permits throughout the duration of the contract.
 - b. All the Contractor's and subcontractor's employees that provide services are subject to background checks.
2. Provide a table of organization outlining reporting roles and responsibilities appropriate to the operation of a DOCCS-specific Utilization Management Program. The table of organization will include the qualifications and credentials of each staff member cited in the table of organization.
3. Describe the Bidder'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](#) and how the Bidder plans to ensure the staffing needs of the program are met on an ongoing basis.
4. Describe your plan to ensure the following:
 - a. All staffing needs of the program are met on an ongoing basis and will ensure the availability of appropriate personnel (RN reviewers) accessible by toll-free telephone for all questions and concerns between the hours of 7:30 a.m. and 5:00 p.m. Eastern Time.
 - b. To provide fully trained staff at all times during the life of the contract, ensuring the terms of the contract will be fully met.
 - c. To plan to monitor the staff's performance. When staff performance deficiencies are noted, the Contractor will correct performance to the satisfaction of DOCCS. DOCCS will not have dedicated DOCCS staff available to monitor staff performance.
 - d. Provide replacement staff member or members of equal or greater qualifications when applicable.
5. Contract Manager/Point of Contact*
 - a. Describe your selection for Contract Manager, their qualifications, experience, work achievements, etc.
 - b. Describe the protocols the designated Contract Manager will need to follow to ensure compliance with the specifications of this procurement.
 - c. Describe how the designated Contract Manager will keep track and ensure Contractor employees are up to date on DOCCS training.

- d. Provide a plan for training staff to maintain adequate levels of customer service delivery to meet DOCCS requirements throughout the term of the contract.
- e. Describe how the designated Contract Manager will resolve, within 48 hours, any training and technical issues that arise without requiring intervention by DOCCS staff and propose how to achieve an acceptable solution to DOCCS.
- f. Explain plan to advise DOCCS Registered Nurse 2 (“SURN”) of any difficulty obtaining review or discharge challenges (i.e., wound vacs, isolation, TB suspect, etc.). If after two (2) attempts the Contractor has not received requested medical information from the outside hospital, the Contractor is to notify the SURN.

*Resume of Contract Manager will not be accepted or evaluated.

6. Training

- a. Describe how the Bidder plans on ensuring the staff they provide receive all the mandatory DOCCS Training in accordance with [Section 4.2.2](#).
- b. Provide a description of bidder’s plan for training staff to maintain consistent and adequate levels of customer service delivery. Bidder shall include how they will address and resolve issues that arise due to staffing changes.

D.4 Quality Assurance

Describe how your organization will establish a Quality Assurance Program for the review of services provided by the vendor, including the frequency of meetings, as described in [Section 4.3](#).

D.5 Reporting/Record Keeping

Describe how the Bidder’s organization plans to identify means by which program success or failure will be assessed on a quarterly basis along with specific plans for reporting the results of program assessment to DOCCS, including deficiencies and specific recommendations for improvement as outlined in [Section 4.4](#).

Provide a sample report that details the information outlined in [Section 4.4](#).

D.6 Security

Bidder should include a data security plan(s) that is in compliance with all NYS security policies and standards described in [Section 4.5 - Security](#). Plan(s) should also include an outline for a resolution plan in the event a vendor responsible security breach occurs.

D.7 Transition

Provide an overview of the Bidder’s transition plan as described in [Section 4.6 - Transition](#).

6.3 Diversity Practices Questionnaire

Bidders should include as part of their response to this procurement, **Attachment 5 - Diversity Practices Questionnaire**. Responses will be formally evaluated and scored.

6.4 Cost Proposal

Price

Bidders are required to submit pricing using **Attachment 6 - 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 2024-17 Cost Proposal."**

Submit a completed and signed **Attachment 6 - Cost Proposal Form**. The Cost Proposal shall comply with the format and content requirements as detailed in this document and in **Attachment 6**. Failure to comply with the format and content requirements may result in disqualification.

The bid price is to cover the cost of furnishing all of the said services in the RFP and **Section 4.0 - Scope of Work** and shall be inclusive of all costs including but not limited to travel, license, insurance, administrative materials, overhead, profit, all labor and equipment costs, reporting or other requirements, and any other ancillary costs. Details of service not explicitly stated in these specifications, but necessarily attendant thereto are deemed to be understood by the bidder and must be to the satisfaction of the Department and the performance of all work set forth in said specifications. Payment is conditional upon DOCCS' acceptance of each billed deliverable including any reports.

The Cost Proposal includes:

1. **Monthly Rate (25%)**

The Bidder is required to propose a monthly rate for each incarcerated individual's life covered under the contract for the performance of its services. The monthly rate per incarcerated individual includes the process of referrals for specialty care, verify all inpatient and outpatient medical and oral surgery claims for payment, prior authorization and concurrent review of inpatient stays, and training to DOCCS staff and conducting performance evaluations. (For example: 34,000 covered incarcerated individuals' lives x \$___ monthly rate x 60 months (the contract term) = \$___ total contract amount). Monthly, DOCCS will calculate the actual monthly incarcerated individual population on the basis of the DOCCS report, HSCLOC152A, entitled Average Daily Population Report and regular adjustments will be made to reconcile prospective payment amounts with actual amounts.

Example: 34,000 covered incarcerated individuals' lives
x \$___ monthly rate
x 60 months (contract term)
= \$___ **total contract amount**

2. **Review of Inpatient UB04s (3%)**

As outlined in **Section 4.0 - Scope of Work**, the bidder is expected to provide a cost specific to the review of inpatient UB04's bearing the top 20 most utilized DRG's and corresponding medical records to ensure appropriate billing.

3. Outpatient Review (1%) & Oral Surgery Review (1%)

The Bidder is also required to provide a cost specific to outpatient review and oral surgery review as outlined in [Section 4.0 – Scope of Work](#).

7.0 PROPOSAL SUBMISSION

A proposal consists of four (4) distinct parts: (1) the Administrative Proposal, (2) the Technical Proposal, (3) the Diversity Practices Questionnaire, and (4) the Cost Proposal. The table below outlines the requested submission and volume for submission of each part.

	Submission	Volume
Administrative Proposal	Should be comprised of all forms and documents included in Section 6.1 . Notarized signatures are required on some forms.	1 Original 2 Exact Copies
Technical Proposal	Must consist of the Technical Proposal, as described in Section 6.2 , ONLY.	1 Original 3 Exact Copies
Diversity Practices Questionnaire	Consists of Attachment 5 – Diversity Practices Questionnaire , ONLY.	1 Original 2 Exact Copies
Cost Proposal	Must consist of the Cost Proposal, as described in Section 6.3 , ONLY and be clearly marked “ RFP 2024-17 Cost Proposal ” in a separate, sealed envelope.	1 Original 2 Exact Copies

1. All proposal materials should be printed on 8.5” x 11” white paper 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 a handwritten signature and be signed in blue 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.

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 should be submitted in four (4) separate, clearly labeled packages: (1) Administrative Proposal, (2) Technical Proposal, (3) Diversity Practices Questionnaire, and (4) Cost Proposal, prepared

in accordance with the requirements stated in this RFP. Mark the outside envelope of each proposal as “RFP 2024-17 Statewide Utilization Management Program – [Administrative, Technical, or Cost] Proposal submitted by [Bidder’s name]”. The four (4) separately sealed proposals shall be combined into one (1) mailing.

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

RFP 2024-17: Statewide Utilization Management Program
Attention: Alyssa Lowell, Contract Management Specialist 2
NYS Department of Corrections and Community Supervision
550 Broadway
Menands, New York 12047

NOTE: Bidders should 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.

PROPOSALS WILL NOT BE ACCEPTED VIA FAX OR EMAIL.

7.1 Bid Declination Form

Bidders choosing not to bid are requested to complete **Attachment 7 – Bid Declination Form**.

8.0 METHOD OF AWARD

The results of the technical and cost scores for each responsive and responsible Contractor will be combined and the Contractor receiving the highest combined score will be awarded the contract.

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 offerors” 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 and cost. Proposals failing to meet the requirements of this document may be eliminated from consideration. The evaluation process will include separate technical 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. The Technical Proposal and compliance with other RFP requirements (other than the Diversity Practices and the Cost Proposal) will be weighted **65%** of a proposal’s total score, the Diversity Practices Questionnaire will be weighted **5%** of a proposal’s score, and the information contained in the Cost Proposal will be weighted **30%** of a proposal’s total score.

Bidders may be requested by DOCCS to clarify the contents of their proposal. 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 factor for award will be in the following order of priority:

1. Lowest cost
2. Highest technical score.

If two or more bidders remain equally eligible, award shall be made through a drawing limited to those bidders. The drawing shall be witnessed by at least three (3) persons, and the contract file shall contain the names and addresses of the witnesses and the person supervising the drawing.

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

A Technical Evaluation Committee comprised of DOCCS program staff will review and evaluate all proposals.

Proposals will undergo a preliminary evaluation to verify Minimum Qualifications proposed in [Section 3.1](#) and the Preferred Qualifications in [Section 3.2](#).

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.

8.4 Diversity Practices Evaluation

A separate Evaluation Committee comprised of DOCCS MWBE staff will review and evaluate all Diversity Practices Questionnaires (see **Attachment 5**).

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.

Cost Component	Weight Value
Cost proposal with the lowest monthly rate for each incarcerated individual's life covered under the contract.	25%
Cost proposal with lowest cost specific to their review of inpatient UB04's bearing the top 20 most utilized DRG's	3%
Cost proposal with lowest cost specific to their review of an estimated 15% of all outpatient claims.	1%
Cost proposal with lowest cost specific to their review of an estimated 15% of all oral surgery claims.	1%

The Cost Proposals will be scored based on a maximum weighted score of 30 points. The cost proposal providing the lowest fee for the cost component will receive the maximum possible points for that cost component. All other responsive proposals will receive a proportionate number of points using the following formula for each cost component:

$$\frac{[\text{Total price of lowest-cost component}]}{[\text{Total price of cost component being scored}]} * \text{Weight Value} = \text{Cost Score for Cost Component being scored}$$

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

8.6 Composite Score

A composite score will be calculated by adding the Technical Proposal points, Diversity Practices points, and the Cost points awarded. Finalists will be determined based on composite scores.

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](#)).

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(s) with the highest composite score(s) whose experience and qualifications have been verified.

The Department will notify the awarded Bidder(s) and Bidders not awarded. The awarded Bidder(s) 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.

Appendices

The following appendices are included in this RFP:

- A. Standard Clauses for NYS Contracts
- B. General Specifications

Exhibits

The following exhibits are included in this RFP:

- A. DOCCS Geographical Map
- B. DOCCS Directive 2216 – Fingerprinting/Criminal History Inquiry – New Employee and Contractors

Attachments

The following attachments pertain to this RFP.

1. Application Cover Sheet
2. Bid Submission Checklist
3. Bidder's Certified Statements
4. References
5. Diversity Practices Questionnaire
6. Cost Proposal Form
7. Bid Declination Form
8. Procurement Lobbying Certification and Disclosure of Prior Non-Responsibility Determination
9. Consultant Disclosure Reporting Requirements
10. Vendor Assurance of No Conflict of Interest or Detrimental Effect
11. Encouraging Use of New York State Businesses in Contract Performance
12. MWBE or Small Business Enterprise Certification
13. MWBE and EEO Policy Statement
14. EEO100 Staffing Plan
15. Executive Order 177 Prohibiting Contracts with Entities that Support Discrimination
16. Executive Order 16 Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia
17. State Finance Law §139-I Certification
18. Non-Disclosure Agreement
19. Business Associate Agreement