



Request for Proposals

RFP 2025-07

Automated System for Victim Notification

Office of Victim Assistance

Issued: 1/13/2026

DESIGNATED CONTACTS:

Pursuant to State Finance Law §139-j and §139-k, the Department of Corrections and Community Supervision identifies the following designated contacts to whom all communications concerning this procurement must be made. See Section 1.8.1 for additional information.

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NYS DOCCS RFP 2025-07 Automated System for Victim Notification

- 1.0 INTRODUCTION AND ADMINISTRATIVE INFORMATION..... 5
 - 1.1 Calendar of Events..... 5
 - 1.2 Submission of Written Questions..... 5
 - 1.3 Right to Modify RFP..... 6
 - 1.4 Incurred Costs..... 6
 - 1.5 Examination of Solicitation and Contract Documents..... 6
 - 1.6 Freedom of Information Law (“FOIL”) / Trade Secrets..... 7
 - 1.7 Ethics Compliance..... 7
 - 1.7.1 Vendor Assurance of No Conflict of Interest or Detrimental Effect..... 7
 - 1.7.2 State Employees..... 7
 - 1.8 Forms Pertaining to New York State Finance Law..... 8
 - 1.8.1 State Finance Law Sections 139-j and 139-k; Lobbying, Restrictions on Communication/Restricted Period 8
 - 1.8.2 State Finance Law Section 139-l; Sexual Harassment Prevention Certification..... 9
 - 1.8.3 State Finance Law Section 139-m; Gender-based Violence Prevention Certification..... 9
 - 1.9 DOCCS’ Reserved Rights..... 10
 - 1.9.1 “OR EQUAL”, Minor Deviation(s) / Minor Technicality..... 11
- 2.0 OVERVIEW..... 11
 - 2.1 Glossary of Terms..... 11
 - 2.2 Background..... 13
 - 2.3 Purpose and Objectives..... 13
 - 2.4 Term of Agreement..... 14
 - 2.5 Subcontracting..... 14
- 3.0 BIDDER QUALIFICATIONS TO PROPOSE..... 14
 - 3.1 Minimum Qualifications..... 14
 - 3.2 Vendor Responsibility..... 15**
- 4.0 SCOPE OF WORK..... 15
 - 4.1 Overview..... 16
 - 4.2 Registration..... 16
 - 4.3 Notification of Events..... 17
 - 4.4 Implementation, Support, and Training..... 17
 - 4.5 Technical Data..... 18
 - 4.6 Monthly Reporting..... 19
 - 4.7 Security..... 19
 - 4.8 Transition..... 20
- 5.0 PROPOSAL CONTENT..... 21
 - 5.1 Administrative Proposal..... 21
 - 5.2 Technical Proposal..... 23
 - 5.3 Diversity Practices Questionnaire..... 27
 - 5.4 Cost Proposal..... 28
- 6.0 PROPOSAL SUBMISSION..... 28
 - 6.1 No-Bid Form..... 30
- 7.0 METHOD OF AWARD..... 30
 - 7.1 General Information..... 30
 - 7.2 Submission Review – Eligibility and Compliance..... 30
 - 7.3 Technical Evaluation..... 31
 - 7.4 Diversity Practices Evaluation..... 31
 - 7.5 Cost Evaluation..... 31
 - 7.6 Composite Score..... 31
 - 7.7 Best and Final Offers..... 31
 - 7.8 Award Recommendation..... 32
 - 7.9 Dispute Resolution..... 32
 - 7.10 Debriefing..... 32
 - 7.11 Protest Procedure..... 32
- 8.0 ADDITIONAL CONTRACT CLAUSES..... 32
 - 8.1 Standard Clauses for New York State Contracts..... 32

NYS DOCCS RFP 2025-07 Automated System for Victim Notification

8.2 Order of Precedence - Terms and Conditions.....33

8.3 Intellectual Property.....33

8.4 Extent of Services.....33

 8.4.1 Service Reduction.....33

8.5 Payment.....33

 8.5.1 Billing.....34

 8.5.2 Price Adjustment.....34

8.6 Encouraging Use of New York Businesses in Contract Performance.....34

8.7 Equal Employment Opportunity (EEO) Reporting.....35

8.8 Participation Opportunities for Minority- & Women-owned Business Enterprise (“MWBE”) Requirements
35

8.9 Participation Opportunities for NYS Certified Service-Disabled Veteran-Owned Businesses (SDVOB)
36

8.10 Contract Performance in Facilities and/or Involving Contact with Incarcerated Individuals37

8.11 Privacy and Confidentiality37

 8.11.1 Non-Disclosure Agreement.....37

8.12 Executive Order 16 – Prohibiting State Agencies and Authorities from Contracting with Businesses
Conducting Business in Russia.....38

8.13 Executive Order 26.1 – Statewide Language Access Policy.....38

8.14 Executive Order 177 - Prohibiting Contracts with Entities that Support Discrimination.....38

8.15 Tax Law §5-a; Sales and Compensating Use Tax Certification.....38

8.16 Indemnification.....39

8.17 Contractor Insurance Requirements.....39

8.18 Breach of Services.....47

8.19 Termination.....47

The following documents are included with this Solicitation:

Appendices

- A. Standard Clauses for NYS Contracts

Exhibits

- A. Jenna's Law (New York State 1998 Session Law, Chapter 1, §42)
- B. Data File Layout (DOCCS' Specifications)
- C. Non-Disclosure Agreement (for the awarded Bidder)

Attachments

- 1. No-Bid Form
- 2. Diversity Practices Questionnaire
- 3. Cost Proposal
- 4. Submission Checklist
- 5. Bidder's Certified Statements
- 6. References
- 7. Vendor Assurance of No Conflict of Interest or Detrimental Effect
- 8. Non-Collusive Bidding Certification (State Finance Law § 139-d Certification)
- 9. Procurement Lobbying Certification and Disclosure of Prior Non-Responsibility Determination (State Finance Law §139-j and §139-k Certification)
- 10. Sexual Harassment Prevention Policy Certification (State Finance Law §139-l Certification)
- 11. Gender-based Violence Prevention Policy Certification (State Finance Law §139-m Certification)
- 12. Vendor Responsibility Attestation
- 13. Encouraging Use of New York Businesses in Contract Performance
- 14. MWBE and EEO Policy Statement
- 15. Equal Employment Opportunity Staffing Plan (EEO100)
- 16. Executive Order 16 Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia
- 17. Executive Order 177 Prohibiting Contracts with Entities that Support Discrimination

1.0 INTRODUCTION AND ADMINISTRATIVE INFORMATION

Through this Request for Proposals (“RFP”), the New York State (“State”, “NYS”) Department of Corrections and Community Supervision (“DOCCS”, “The Department”) is seeking competitive proposals from qualified Vendors to provide an automated system for notification that victims, family members of victims, witnesses, or any member of the general public may use to obtain information relating to the crime and sentence of an incarcerated individual who is serving a determined or indeterminate sentence of imprisonment, in accordance with the requirements specified in this solicitation as further detailed in [Section 4.0 - Scope of Work](#) and any resulting contract. It is the Department’s intent to award one (1) contract from this procurement. Vendors entering into a Contract with the State are expected to comply with all terms and conditions contained herein.

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

For purposes of this RFP:

- a. The terms “bidders”, “vendors”, “offerors”, and “contractors” are used interchangeably.
- b. The use of the terms “shall”, “must” and “will” are used interchangeably when describing the Contractor’s/Bidder’s duties.
- c. The terms “proposal” and “bid” are used interchangeably herein and shall have the same meaning.
- d. The name of this agency, NYS Department of Corrections and Community Supervision, is used interchangeably herein with “the Department” and “DOCCS”.

1.1 Calendar of Events

| RFP 2025-07 AUTOMATED SYSTEM FOR VICTIM NOTIFICATION | |
|---|--|
| <u>EVENT</u> | <u>DATE</u> |
| Issuance of Request for Proposals | 1/13/2026 |
| Deadline for Submission of Written Questions | 1/27/2026 no later than 3:00 p.m. ET |
| Responses to Written Questions Posted by DOCCS | On or about 2/19/2025 |
| Deadline for Submission of Proposals/Bid Opening | 3/6/2026 No later than 3:00 p.m. ET |
| <u>Anticipated</u> Contract Start Date | 7/1/2026 |

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

1.2 Submission of Written Questions

It is the Bidder’s responsibility to ensure email(s) containing written questions, requests for clarification, and/or bid exceptions are received no later than the Deadline for Submission of Written Questions as specified in [Section 1.1 - Calendar of Events](#). Questions, clarifications, and exceptions received after the deadline may not be answered.

All questions, requests for clarification, and bid exceptions of this RFP must be emailed to the Designated Contact(s) listed on the cover page of this solicitation, with "RFP 2025-07" in the subject line. Where applicable, your email should cite the particular RFP section and paragraph number relevant to your inquiry.

Any amendments DOCCS makes to the RFP as a result of questions, clarification, and exceptions 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/> in the form of addenda. The addenda will become part of the ensuing Contract(s).

1.3 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 1.1 - Calendar of Events](#). Modifications to this RFP shall be made by issuance of amendments and/or addenda.

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

If the bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in this Solicitation, 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.

1.4 Incurred Costs

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

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

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

1.5 Examination of Solicitation and Contract Documents

- a. Each Bidder is under an affirmative duty to inform itself by personal examination of the specifications of the proposed work and by such other means as it may select, of the character, quality, and extent of the work to be performed and the conditions under which the contract is to be executed.
- b. Each Bidder shall examine specifications and all other data or instruction pertaining to the work. No pleas of ignorance of conditions that may be encountered or of any other matter concerning the work to be performed in the execution of the contract will be accepted by the State as an excuse for any failure or omission on the part of the Bidder to fulfill every detail of

all the requirements of the documents governing the work. The Bidder, if awarded the contract, will not be allowed any extra compensation by reason of any matter or thing concerning which such Bidder might have fully informed itself prior to bidding.

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

1.6 Freedom of Information Law (“FOIL”) / Trade Secrets

All proposals may be disclosed or used by DOCCS to the extent permitted by law. DOCCS may disclose a proposal to any person for the purpose of assisting in evaluating the proposal or for any other lawful purpose. All proposals will become State agency records, which will be available to the public in accordance with the Freedom of Information Law. **Any portion of the proposal a Bidder believes constitutes proprietary information entitled to confidential handling, as an exception to the Freedom of Information Law, must be clearly and specifically designated in the proposal as directed in [Section 5.1.B](#).** If DOCCS agrees with the proprietary claim, the designated portion of the proposal will be withheld from public disclosure. Blanket assertions of proprietary material will not be accepted, and failure to specifically designate proprietary material may be deemed a waiver of any right to confidential handling of such material.

1.7 Ethics Compliance

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

1.7.1 Vendor Assurance of No Conflict of Interest or Detrimental Effect

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

1.7.2 State Employees

Contractors, consultants, vendors, and subcontractors may hire former State Agency or Authority employees. However, as a general rule and in accordance with New York Public Officers Law, former employees of the State Agency or Authority may neither appear nor practice before the State Agency or Authority, nor receive compensation for services rendered on a matter before the State Agency or Authority, for a period of two (2) years following their separation from State Agency or Authority service. In addition, former State Agency or Authority employees are subject to a “lifetime bar” from appearing before the State Agency or Authority or receiving compensation for services regarding any transaction in which they personally participated, or which was under their active consideration during their tenure with the State Agency or Authority.

The Contractor and its subcontractors shall not engage any person who is, or has been at any time, in the employ of the State to perform services in violation of the provisions of the New York

Public Officers Law, other laws applicable to the service of State employees, and the rules, regulations, opinions, guidelines, or policies promulgated or issued by the New York State Joint Commission on Public Ethics, or its predecessors (collectively, the “Ethics Requirements”). The Contractor certifies that all of its employees and those of its subcontractors who are former employees of the State and who are assigned to perform services under this Contract shall be assigned in accordance with all Ethics Requirements.

During the Contract term, no person who is employed by the Contractor or its subcontractors and who is disqualified from providing services under this Contract pursuant to any Ethics Requirements may share in any net revenues of the Contractor or its subcontractors derived from this Contract. The Contractor shall identify and provide the State with notice of those employees of the Contractor and its subcontractors who are former employees of the State that will be assigned to perform services under this Contract, and make sure that such employees comply with all applicable laws and prohibitions.

The State may request that the Contractor provide it with whatever information the State deems appropriate about each such person’s engagement, work cooperatively with the State to solicit advice from the New York State Joint Commission on Public Ethics. The State shall have the right to withdraw or withhold approval of any subcontractor if utilizing such subcontractor for any work performed hereunder would be in conflict with any of the Ethics Requirements.

1.8 Forms Pertaining to New York State Finance Law

1.8.1 State Finance Law Sections 139-j and 139-k; Lobbying, Restrictions on Communication/Restricted Period

Bidders responding to this RFP should submit **Attachment 9 – Procurement Lobbying Certification and Disclosure of Prior Non-Responsibility Determination**.

Pursuant to State Finance Law §139-j and §139-k, the Department of Corrections and Community Supervision identifies Designated Contact(s), on the cover page of this Solicitation, to whom all communications attempting to influence the Department of Corrections and Community Supervision conduct or decision regarding this procurement, and communications related to the submission of written proposals, written questions, pre-bid questions, and debriefings must be made.

Please be advised State law prohibits any vendor from exerting or attempting to exert any improper influence relating to its proposal. “Improper influence” means any attempt to achieve preferential, unequal, or favored consideration of a proposal based on considerations other than the merits of the proposal, including but not limited to any conduct prohibited by the Ethics in Government Act, as set forth in Public Officers Law §73 and §74.

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

This prohibition applies to any oral, written, or electronic communication under circumstances where a reasonable person would infer that the communication was intended to influence this

procurement. Violation of any of the requirements described in this Section may be grounds for a determination that the bidder is non-responsible and therefore ineligible for this contract award. Two (2) violations within four (4) years of the rules against impermissible contacts during the “restricted period” may result in the violator being debarred from participating in DOCCS procurements for a period of four (4) years.

More information about State Finance Law Sections 139-j and 139-k can be found on the website of the Office of General Services by accessing the following: <https://ogs.ny.gov/acpl/>. Questions regarding the registration and operation of the Lobbying Act should be directed to the NYS Joint Commission on Public Ethics.

1.8.2 State Finance Law Section 139-l; Sexual Harassment Prevention Certification

Pursuant to New York State Finance Law §139-l, every bid made on or after January 1, 2019 to the State or any public department or agency thereof, where competitive bidding is required by statute, rule or regulation, for work or services performed or to be performed or goods sold or to be sold, and where otherwise required by such public department or agency, shall contain a certification that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees (**Attachment 10 – Sexual Harassment Prevention Policy Certification**). Such policy shall, at a minimum, meet the requirements of New York State Labor Law §201-g: <https://www.nysenate.gov/legislation/laws/LAB/201-G>.

New York State Labor Law §201-g provides requirements for such policy and training and directs the Department of Labor, in consultation with the Division of Human Rights, to create and publish a model sexual harassment prevention guidance document, sexual harassment prevention policy and sexual harassment prevention training program that employers may utilize to meet the requirements of New York State Labor Law §201-g. The model sexual harassment prevention policy, model sexual harassment training materials, and further guidance for employers, can be found online at the following URL: <https://www.ny.gov/combating-sexual-harassment-workplace/employers>.

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

If the Bidder cannot make the required certification, such Bidder shall so state and shall furnish with the bid a signed statement that sets forth in detail the reasons 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.

1.8.3 State Finance Law Section 139-m; Gender-based Violence Prevention Certification

Pursuant to New York State Finance Law §139-m, every bid made on or after November 5, 2025 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, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalty of perjury:

"By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing gender-based violence and the workplace and has provided such policy to all of its employees, directors and board members. Such policy shall, at a minimum, meet the requirements of subdivision 11 of section five hundred seventy-five of the executive law."
<https://www.nysenate.gov/legislation/laws/EXC/575>

The statement required by New York State Finance Law § 139-M subdivision 1.a may be submitted electronically in accordance with the provisions of New York State Finance Law § 163 subdivision 7 (**Attachment 11 – Gender-based Violence Prevention Policy Certification**).

A bid shall not be considered for award, nor shall any award be made to a bidder who has not complied with this section; provided, however, that if the bidder cannot make the foregoing certification, such bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor.

Any bid hereafter made to the state or any public department, agency or official thereof, by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where such bid contains the statement required by this section, 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 corporation.

1.9 DOCCS' Reserved Rights

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

- a. Reject any or all proposals received in response to the RFP;
- b. Withdraw the RFP at any time, at the agency's sole discretion;
- c. Make an award under the RFP in whole or in part;
- d. Not make an award under this solicitation;
- e. Disqualify any bidder whose conduct and/or proposal fails to conform to the requirements of the RFP;
- f. Seek clarifications and revisions of proposals;
- g. 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;
- h. Prior to the bid opening, amend the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available;
- i. Prior to the bid opening, direct bidders to submit proposal modifications addressing subsequent RFP amendments;
- j. Change any of the scheduled dates;
- k. Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective bidders;
- l. Waive any requirements that are not material;
- m. Negotiate with the successful bidder within the scope of the RFP in the best interest of the State;

- n. Conduct contract negotiations with the next responsible bidder, should the Department be unsuccessful in negotiating with the selected bidder;
- o. Utilize any and all ideas submitted in the proposals received;
- p. 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;
- q. 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.

1.9.1 “OR EQUAL”, Minor Deviation(s) / Minor Technicality

The State reserves the right to determine if a product/service is “equal” to bid specifications. DOCCS also reserves the right to have the flexibility to consider bids with minor deviations or technicalities and to waive minor deviations or technicalities if consistent with the intent and scope of the solicitation. The flexibility may permit a reasonable outcome in cases where the results of a fair, competitive process are clear, but the award of a contract is threatened due to a minor technicality or a minor deviation.

2.0 OVERVIEW

2.1 Glossary of Terms

| <u>Term</u> | <u>Definition</u> |
|--------------------------------------|--|
| AG | NYS Attorney General’s Office |
| Bidder / Offeror / Vendor / Proposer | Any person, partnership, firm, corporation, or other authorized entity submitting a proposal seeking to enter into a contract with the State pursuant to this RFP. |
| BJA | Bureau of Justice Assistance |
| Commissioner | Commissioner of the Department of Corrections and Community Supervision or duly authorized representative. |
| Community Supervision | Community Supervision is the program area within the Department responsible for the post-release supervision of released individuals. |
| Contractor | The successful Bidder awarded a contract as a result of this RFP. |
| DOCCS / The Department | NYS Department of Corrections and Community Supervision. |
| DIN | Department Identification Number; contains a 2-digit year, letter, and 4 additional digits (e.g. 99A9999) |
| Facility | Correctional Facility |
| IJISI | Integrated Justice Information Systems Institute; the institute which, in collaboration with BJA, developed minimum program guidelines and standards to help ensure interoperability |

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|-------------------------|---|
| | between SAVIN systems across the country. |
| Incarcerated Individual | Formerly known as 'Inmate'; Convicted felon who is incarcerated. |
| Issuing Office | Department of Corrections and Community Supervision, Division of Support Operations/Contract Procurement Unit |
| NYSID | New York State Identification Number (NYSID) is a unique identifier assigned to an individual by the New York State Division of Criminal Justice Services (DCJS); includes 8 numbers and concludes with a letter (e.g. 99999999M) |
| OSC | Office of the NYS Comptroller. |
| Out to Court | Incarcerated individual has been transported by law enforcement or DOCCS staff to an alternate secure location for the purpose of appearing in court per a judicial order. |
| Outcount | Incarcerated individual has been placed on a temporary leave of absence/out of custody status and is anticipated to return to DOCCS custody. |
| OVA | DOCCS' Office of Victim Assistance |
| Parole Supervision | An established needs/risk approach to treatment and community supervision to ensure a continuity of services after release. |
| Prime Contractor | One who has the contract with the owner of a project or job and has full responsibility for its completion. A prime contractor undertakes to perform a complete contract and, when permitted, may employ (and manage) one or more subcontractors to carry out specific parts of the contract. |
| Proposal / Bid | Documentation from participating Vendors that provides the necessary information requested by the RFP. |
| Regions and Bureaus | A group of administrative offices and field supervision bureaus located within a designated geographic area. |
| Releasee | An individual released from incarceration and required to satisfy a period of community supervision. |
| RFP | Request for Proposals; this solicitation document. |
| Restricted Period | The period of time commencing with the earliest written notice, advertisement, or solicitation of a Request for Proposals ("RFP"), Invitation for Bids ("IFB"), or solicitation of proposals, or any other method for soliciting a response from Bidders intending to result in a procurement contract with DOCCS and ending with the final contract award and approval by DOCCS and, where applicable, final contract approval by the Office of the State Comptroller. |
| SAVIN | Statewide Automated Victim Information and Notification; a program created by BJA to assist states in building, implementing, and improving victim notification capacity. |

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| SFTP | Secure File Transfer Protocol; a separate protocol that provides file access, file transfer, and file management functionalities over any reliable data stream that works in a manner similar to SSH over a secure connection. |
| SSH | An encrypted network protocol for initiating text-based shell sessions on remote machines in a secure way. |
| Subcontractor | A business or person that carries out work for a company as part of a larger project. (Subcontracting is not permitted under this procurement.) |
| Swag | Marketing items/giveaways to promote the availability of DOCCS' Victim Notification Services. |
| VOCA | Victims of Crime Act (See Section 2.3) |
| Work Release | A program under which certain incarcerated individuals are permitted employment outside the correctional facility while serving their sentences, prior to their full release. |

2.2 Background

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

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

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

Realizing that victimization is a devastating experience that affects many areas of a victim's life, OVA provides services to better meet the needs of victims during the post-sentencing phase of the criminal justice process. Because seemingly minor offenses can be as deeply traumatic as those offenses commonly termed "serious" or "violent" crimes, OVA provides services to victims of all types of crimes. In addition, Jenna's Law: <https://doccs.ny.gov/jennas-law>, provides all citizens an opportunity to call a toll-free number to receive information about incarcerated individuals released to parole supervision after January 1, 1999.

2.3 Purpose and Objectives

The goal of this Request for Proposal (RFP) is to procure services of one (1) Contractor for DOCCS' OVA to implement and provide an automated system for notification that victims, family members of

victims, witnesses, or any member of the general public may use to obtain information relating to the crime and sentence of an incarcerated individual or releasee who is serving a determined or indeterminate sentence of imprisonment or community supervision. The services sought are for:

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

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

2.4 Term of Agreement

The contract term is a period of five (5) years if awarded to the incumbent vendor, or if awarded to a new contractor, five (5) years and four (4) months to allow for three (3) months of build-out and one (1) month of testing and transition from the previous contractor to the new contractor.

The contract resulting from this RFP will commence on the date above in [Section 1.1 - Calendar of Events](#) or upon approval by the Office of the New York State Comptroller (OSC), whichever comes later, subject to the availability of sufficient funding, successful contractor performance, and approvals from the New York State Office of the Attorney General (OAG) and the OSC.

2.5 Subcontracting

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

3.0 BIDDER QUALIFICATIONS TO PROPOSE

3.1 Minimum Qualifications

Vendors interested in participating in the RFP must meet the qualifications outlined in this Section and comply with the Mandatory Submissions listed in [Section 5.1.A](#). Failure to meet these Minimum Qualifications will result in a proposal being found non-responsive and eliminated from consideration.

DOCCS will accept proposals from organizations with the following types and levels of experience as a prime contractor*:

- a. Bidder must have a minimum of two (2) years' experience supplying an automated information and notification system that is available 24 hours a day, seven (7) days a week, in (at minimum) English, Spanish, Chinese, Haitian Creole, Russian, Bengali, Korean, Yiddish, Italian, Arabic, Polish, French, and Urdu. The notifications will be made via text, email, and/or phone call. At time of bid submission, the Bidder will provide at least one (1) professional reference pertaining to this qualification, using **Attachment 6 - References**. See [Section 5.1.A – Mandatory Submissions](#) for further instructions regarding references.
- b. Bidder must have at least one (1) prior project requiring compliance with technical guidelines and standards for the operation of a statewide automated victim notification

system as outlined by the Bureau of Justice Assistance (BJA): https://bja.ojp.gov/sites/g/files/xyckuh186/files/media/document/ijis_savin_guidelines_standards.pdf. At time of bid submission, the Bidder will provide at least one (1) professional reference pertaining to the project, using **Attachment 6 – References**. See **Section 5.1.A** for further instructions regarding references.

*For the purposes of this RFP, a prime contractor is defined as one who has the contract with the owner of a project or job and has full responsibility for its completion. A prime contractor undertakes to perform a complete contract and, if permitted, may employ (and manage) one or more subcontractors to carry out specific parts of the contract.

3.2 Vendor Responsibility

Section 163(9)(f) of the New York State Finance Law requires that a state agency make a determination that a Bidder is responsible before awarding that bidder a state contract. All proposals are subject to a Vendor Responsibility determination before the award is made, and the determination can be revisited at any point up to the final approval of the contract by the NYS Office of the State Comptroller (OSC). Vendors must maintain their Vendor Responsibility throughout the duration of the contract.

Bidders should complete, certify, and file a New York State Vendor Responsibility Questionnaire. Questionnaires in the VendRep System that have been completed in the last six (6) months in response to contracts or bid announcements do not need to be updated. **Confirmation of completion of the vendor responsibility process should be submitted with your Administrative Proposal.** Bidders may submit **Attachment 12 - Vendor Responsibility Attestation**, or Bidders using the Online Questionnaire may go to the bottom of their certified questionnaire, click the button called “Form Overview”, and print the subsequent page to include with their proposal.

DOCCS recommends that vendors file the required Vendor Responsibility Questionnaire online via the New York State VendRep System. To access the VendRep System to enroll or update your existing online questionnaire, click [Online Questionnaire](#).

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

Vendors must provide their New York State Vendor Identification Number when enrolling. To request a Vendor Identification Number or for direct VendRep System user assistance, contact the OSC Help Desk at 866-370-4672 or 518-408-4672 or by email at itservicedesk@osc.ny.gov.

4.0 SCOPE OF WORK

This Section describes the services required to be provided by the selected Vendor. Unless otherwise noted, the selected Contractor must be able to provide all these services, at minimum, throughout the contract term.

The Contractor must comply with federal, state, local, and DOCCS regulations in the performance of the Contract resulting from this RFP.

PLEASE NOTE: As part of the Technical Proposal, Bidders are requested to provide responses that address all requirements of this Solicitation (see [Section 5.2](#)).

4.1 Overview

- a. The selected Contractor will supply an automated victim information and notification system that is available 24 hours a day, seven (7) days a week, with notifications to be made via phone call, email, and/or text. The system must be available to users in (at minimum) English, Spanish, Chinese, Haitian Creole, Russian, Bengali, Korean, Yiddish, Italian, Arabic, Polish, French, and Urdu. Access for speakers of other languages must be coordinated by the vendor as needed.
- b. Contractor must be in compliance with technical guidelines and standards for the operation of a statewide automated victim notification system as outlined by the Bureau of Justice Assistance (BJA): https://bja.ojp.gov/sites/g/files/xyckuh186/files/media/document/ijis_savin_guidelines_standards.pdf.
- c. Additional Desirable Features - Vendors are encouraged to include the following in their proposal:
 - i. The proposed system should exceed the BJA standards.
 - ii. The proposed system design should create a user-friendly experience for registrants.

4.2 Registration

- a. Contractor will provide a dedicated toll-free number and a dedicated, secure website for people to register for notifications and to look up incarcerated individuals' locations and earliest release date information. The toll-free number and website will be available in, at minimum, the languages identified in [Section 4.1 - Overview](#).
- b. Registrations will be anonymous. Specifically, registrants will not need to provide their names, addresses, or types of crimes associated with registration requests.
- c. At time of registration for telephone notifications, registrants will be prompted to select a four-digit PIN code. (A four-digit PIN code is not necessary for email or text notifications.)
- d. Additional Desirable Features - Vendors are encouraged to include the following in their proposal:
 - i. The dedicated website should be created utilizing a responsive web design
 - ii. The dedicated website should contain information outlining specific events/awareness campaigns taking place on a monthly basis. For example, Stalking Awareness Month and Domestic Violence Awareness Month. This information will be provided to the vendor by DOCCS.
 - iii. The dedicated website should include a feature that allows users to trigger notification to DOCCS OVA to request assistance in filling out a Crime Victims Compensation Application.
 - iv. The dedicated website should include a direct link to the NYS DOCCS website for the purpose of registering for Parole Board and release notifications (language to be approved by DOCCS).

4.3 Notification of Events

- a. The proposed system must be able to provide notification of events that include discharge from sentence, release, escape, death, transfer to furlough or work release, and/or transfer to other state or federal agency, as well as return to DOCCS' custody. All scripts for notifications must be approved by DOCCS and will be available in, at minimum, the languages identified in this RFP.
- b. Notification will occur to registrant's phone number, email address, and/or text number. Notification will be made in the registrant's preferred language as indicated at the time of registration.
- c. Once triggered, notification calls will be placed no less than five (5) times over 24 hours EXCEPT for the hours of 10 p.m. to 7 a.m. Eastern Time (ET). Notifications triggered by off-cycle emergency data feed will be placed for 24 hours including the hours of 10 p.m. to 7 a.m. ET.
- d. The system must prompt registrants to enter their self-selected four-digit PIN number at the conclusion of the telephone notification details to confirm notification has occurred. In the event the PIN is not entered, the automated phone call will repeat over the next 24 hours as prescribed until the recipient is able to answer and enter their PIN to acknowledge receipt. Note: for text message and email notifications, PIN entry to confirm receipt is not necessary.
- e. Additional Desirable Feature - Vendors are encouraged to include the following in their proposal:
 - i. The phone line should allow a prescribed code less than four (4) digits long (e.g., *99) that can be entered by the recipient to stop the current notification call and permanently remove the recipient's phone number from the system at the time the notification call is received. The bidder should provide a proposed script for the instructions recipients can follow for this option. If this feature is offered, contractor should include in the monthly report the number of recipients who entered the code to permanently remove their phone number from the service (see **Section 4.6**).

4.4 Implementation, Support, and Training

- a. An annual allowance of \$5,000 is included in the contract amount to purchase "swag" items selected and/or designed by DOCCS to publicize the availability of services. All announcements for availability of the service require pre-approval by DOCCS.
- b. The Contractor shall be responsible for quality control performance, implementation of intervention measures, and quality assurance throughout the entire contract period. DOCCS and the vendor will designate a single point of contact to be the primary resource for issues and concerns. The contact must be available to discuss problems, possible solutions, implementation of solutions, system utilization, etc.
- c. Selected contractor will provide live operator support available 24 hours a day, seven (7) days per week for registrants, to aid system users in registering to receive notifications and for referring registrants to DOCCS regarding additional concerns and information. (Call Center must be located in the continental USA (CONUS).) Live operators must have the ability to

utilize consecutive live language interpretation services (e.g., Language Line or Language Service Associates). Final decision for the selected language interpretation services is subject to DOCCS' approval.

- d. DOCCS will be provided 24/7 access to a private portal to: access aggregate usage reports, stop current calls, remove phone numbers, and update registrants' four-digit PIN's.
- e. There shall be no additional costs or fees charged to the Department for training and any associated travel costs throughout the life of the contract. Training curricula and delivery method(s) for administrative users (DOCCS staff) must be in accordance with BJA standards.
- f. Additional Desirable Features - Vendors are encouraged to include the following in their proposal:
 - i. The secure system should exceed 95.95% availability as measured on a monthly basis, thereby exceeding the BJA standards and guidelines.
 - ii. In the event the Contractor sponsors a training and/or conference directly relevant to the proposed system, travel, lodging, and attendance costs for participation of DOCCS' Project Manager (or other representative) should be provided by the Contractor. Please note: compliance with NYS travel guidelines for state employees is required <https://www.osc.ny.gov/state-agencies/travel>.

4.5 Technical Data

- a. Data file design will be per DOCCS' specifications (see **Exhibit B**). (Please note: design may be subject to change, at DOCCS' discretion).
- b. Utilize a data file according to DOCCS' specifications. Data will be sent by DOCCS via SFTP (Secure File Transfer Protocol) four (4) to eight (8) times daily on a prescribed schedule as determined by DOCCS. Notifications will be made following receipt of each SFTP file transfer and when DOCCS utilizes an emergency data feed to provide off-cycle data concerning incarcerated individual status (i.e. escape and return from escape). Data received will be incorporated and notifications will be triggered per BJA standards.
- c. An additional data file will be sent by DOCCS, on a daily basis at a prescribed time, via SFTP which will update data but not trigger notifications. Updated data will be available for display on both the secure portal and on the public-facing website.
- d. Contractor will supply an emergency data feed which will be available to DOCCS to provide 24/7 off-cycle data concerning incarcerated individuals' status (e.g. escapes and return from escape).
- e. Automated reconciliation of data will occur on a monthly basis per a schedule prescribed by DOCCS. Data is to be sent to DOCCS in a format prescribed by DOCCS for DOCCS to reconcile data and return to vendor for corrections if necessary.
- f. If new contractor is selected for award, vendor will receive a file of registrations from current vendor to initialize data files for future notifications. Data file acquisition will occur 30 days prior to vendor transition. At the end of the contract resulting from this RFP, vendor may be required to produce an electronic file of registrations to initialize data file to assist in transition at end of contract. See [Section 4.8 - Transition](#) for additional relevant information.

- g. Additional Desirable Feature - Vendors are encouraged to include the following in their proposal:
 - i. The selected contractor should have the capability to provide a detailed daily report to DOCCS for data that cannot be incorporated into the proposed data system.

4.6 Monthly Reporting

Selected Contractor will provide monthly reports that document:

- a. new registrations per VOCA crime categories. (DOCCS to provide the crime classification chart to the tentative awardee and will be based on VOCA reporting requirements). Examples include but are not limited to homicide, robbery, rape.
- b. undeliverable notifications by telephone, email, and text must be tracked and recorded in monthly report.
- c. the numbers of:
 - o confirmed notification calls (i.e. the receiver entered their PIN to acknowledge receipt);
 - o unconfirmed notification calls (i.e. the receiver did NOT enter their PIN to acknowledge receipt);
 - o new text messages delivered;
 - o new email messages delivered;
 - o new email messages undelivered;
 - o registrations in each language offered;
 - o registrations using toll-free phone number;
 - o registrations using website;
 - o notification by release type (e.g. release to parole, conditional release to parole, transfer to another state or federal agency, death, release upon maximum expiration date of the sentence, discharged from sentence, release by court order, transfer to work release program, escape etc.);
 - o total new registrations each month;
 - o total new registrations each month by delivery method;
 - o the number of times a live operator assists a caller with registering for notifications;
 - o the duration of calls each time a live operator is reached;
 - o the number of times a live operator utilizes a consecutive live language interpretation service to assist a caller.

4.7 Security

- a. The selected Contractor must comply with all privacy and security policies and procedures of the Department and NYS Information Technology Services (ITS) (<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 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 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.

- b. The Contractor is expected to provide secure and confidential backup, storage, and transmission for hard copy and electronically stored information. All DOCCS data must be stored within the continental United States (CONUS). Contractor will ensure there will be no ability to view or access DOCCS' confidential data from any location outside of the CONUS, will ensure all data is isolated from other State's/customer's assets, and will provide all data to DOCCS at the end of the contract, or when requested, at no additional cost. Under no circumstances will any records be released to any person, agency, or organization without specific written permission of 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 within 24 hours of the Contractor becoming aware of the breach. 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.
- c. Additional Desirable Feature - Vendors are encouraged to include the following in their proposal:
 - i. Security measures should exceed BJA standards.

4.8 Transition

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

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

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

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

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

5.0 PROPOSAL CONTENT

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

To expedite review of the proposals, Bidders are requested to submit proposals in separate Administrative, Technical, Diversity Practices, and Cost packages inclusive of all materials as summarized in **Attachment 4 – Submission Checklist**. This separation of information will facilitate the review of the material requested. No information beyond that specifically requested is required, and Bidders are requested to keep their submissions to the shortest length consistent with making a complete description of qualifications. Evaluations of the Administrative, Technical, Diversity Practices, and Cost Proposals received in response to this RFP will be conducted separately. Bidders are therefore cautioned not to include any Cost Proposal information in the Administrative, Technical, or Diversity Practices proposal documents.

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

5.1 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. Mandatory Submissions:

The following must be submitted as part of your Administrative Proposal. DOCCS reserves the right to reject a proposal that contains incomplete or unsigned Mandatory Submissions. Bidders who fail to provide all of the mandatory submissions will be disqualified.

- **Attachment 5 – Bidder’s Certified Statements.** Submit a completed and signed Bidder’s Certified Statements. **Attachment 5** must be signed by an individual authorized to bind the Bidder contractually. Please indicate the title or position the signer holds with the Bidder.
- **Attachment 6 - References.** Using **Attachment 6**, provide at least two (2) professional references that can verify your experience as described in [Section 3.1 – Minimum Qualifications](#). Please note: references from DOCCS staff are not acceptable. In addition to a completed **Attachment 6**, include letters on official letterhead from each reference mentioned on **Attachment 6**. These letters should include name, address, and phone number, (for inquiry purposes) and should outline the Vendor’s past work performance in the opinion of the reference. In the event any/all references cannot be reached, DOCCS will request two (2) alternate references. At the discretion of the Evaluation Committee, references may be checked at any point during the process to verify bidder qualifications to propose.

B. Additional Documentation and Forms to be Submitted with Bid:

- **Freedom of Information Law (FOIL) – Proposal Redactions.** If applicable, clearly and specifically identify any portion of the proposal a Bidder believes constitutes proprietary information entitled to confidential handling as an exception to the Freedom of Information Law. See [Section 1.6 - Freedom of Information Law](#) for more information.
- **Submission Checklist.** Submit a signed **Attachment 4 – Submission Checklist**.
- **Vendor Assurance of No Conflict of Interest or Detrimental Effect.** Submit **Attachment 7**, which includes information regarding the Bidder, members, shareholders, parents, affiliates, or subcontractors. **Attachment 7** must be signed by an individual authorized to bind the Bidder contractually.
- **Non-Collusive Bidding Certification.** Submit a completed and signed **Attachment 8**.
- **Procurement Lobbying Certification and Disclosure of Prior Non-Responsibility Determination/State Finance Law §139-j and §139-k.** Submit a completed and signed **Attachment 9**.
- **Sexual Harassment Prevention Policy Certification/State Finance Law §139-l Certification.** Submit a completed **Attachment 10**.
- **Gender-based Violence Prevention Policy Certification/State Finance Law §139-m Certification.** Submit a completed **Attachment 11**.
- **Vendor Responsibility Attestation.** Complete and submit **Attachment 12**.
- **Encouraging Use of New York State Businesses in Contract Performance.** Submit **Attachment 13** to identify which New York Businesses you will use in the performance of the Contract, if awarded.
- **MWBE Forms.** Submit completed **Attachment 14 – MWBE/EEO Policy Statement** agreeing to adopt DOCCS' policies to assist in achieving the MWBE Contract participation goals set by DOCCS and provide equal employment opportunities; and **Attachment 15 – EEO100 Staffing Plan** identifying the anticipated workforce to be utilized on the Contract, if awarded.
- **Executive Order 16 - Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia.** Submit a completed **Attachment 16** certifying the Bidder does not contract with businesses conducting business in Russia.
- **Executive Order 177 – Prohibiting Contracts with Entities that Support Discrimination.** Submit a completed **Attachment 17 – EO 177** certifying the Bidder does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of protected status under the Human Rights Law.

5.2 Technical Proposal

The purpose of the Technical Proposal is to demonstrate the Bidder's ability to meet, and expressly respond to, each element and information requested in [Section 4.0 - Scope of Work](#). The Technical Proposal should provide satisfactory evidence of the qualifications, competence, and capacity of the Bidder and the staff to be assigned to perform the services contained in this RFP. Descriptions should be detailed and include additional documentation/examples, when applicable.

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.

DO NOT include pricing/Cost Proposal information in the Technical Proposal documents.

A. Title Page

Include 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. Narrative

Please note: failure to meet any mandatory requirement may disqualify the bidder from further consideration.

Bidder should **respond to each element** of the Technical Proposal **and clearly label each section by its corresponding number** below, providing a detailed narrative for each of the following:

1. Organization History, Experience, and Work Plan (see [Section 4.1](#))

- a. Provide a brief history and description of your organization.
- b. Describe the bidder's experience providing a multilingual notification system driven by recipients registering to receive notifications for a specified set of circumstances. Include names of customers and/or facilities, phone numbers, addresses, description of the scope of services for each, the size of the population served for each, and the duration of bidder's experience for each. Emphasize skills and experience that would be useful to fulfill the requirements

DOCCS has established for notifying victims when critical information is available. Please be aware DOCCS may contact the customers and/or facilities to confirm experience.

- c. Describe how the system you propose to supply will comply with the BJA technical guidelines and standards.
- d. Additional Desirable Features:
 - i. Include ways in which the proposed system exceeds the BJA technical guidelines and standards.
 - ii. Describe the proposed automated victim information and notification system, including how the system design creates a user-friendly experience for registrants.

2. Registration (see [Section 4.2](#))

- a. Outline your organization's ability to provide a dedicated toll-free number and a dedicated, secure website for people to register for notifications and to look up incarcerated individuals' locations and earliest release date information. Describe the capability of the toll-free number and website to be available in, at minimum: English, Spanish, Chinese, Haitian Creole, Russian, Bengali, Korean, Yiddish, Italian, Arabic, Polish, French, and Urdu.
- b. Describe how registration will be anonymous, so registrants do not need to provide their name, address, or type of crime associated with their registration request.
- c. Describe the ability for registrants to select a 4-digit PIN code at the time of registration for telephone notifications. (A 4-digit PIN is not necessary for email or text notifications).
- d. Additional Desirable Features:
 - i. Discuss whether the dedicated website proposed utilizes a responsive web design.
 - ii. Discuss the proposed website's capability to contain information outlining specific events and awareness campaigns taking place on a monthly basis. For example, Stalking Awareness Month and Domestic Violence Awareness Month. This information will be provided to the vendor by DOCCS.
 - iii. Describe in detail whether and how the bidder plans to construct a feature in the design that could allow users to trigger notification to DOCCS OVA to request assistance in submitting a Crime Victims Compensation Application.
 - iv. Describe whether and how the dedicated website will include a direct link to the NYS DOCCS website for the purpose of registering for Parole Board and release notifications (language to be approved by DOCCS).

3. Notification of Events (see [Section 4.3](#))

- a. Describe the ability for notifications (scripts to be approved by DOCCS) to include events such as discharge from sentence, release, escape, death,

transfer to furlough or work release, transfer to/return from other state or federal agency, and return to DOCCS custody. Discuss the ability for scripts to be available in, at minimum, English, Spanish, Chinese, Haitian Creole, Russian, Bengali, Korean, Yiddish, Italian, Arabic, Polish, French, and Urdu. Access for speakers of other languages must be coordinated by the vendor as needed.

- b. Describe the ability for notifications to occur based on a registrant's choices at time of registration, specifically the registrant's choice of phone, email, and/or text, utilizing the language selected by the registrant.
- c. Discuss how, once triggered, notification calls will be placed no less than five (5) times over 24 hours, EXCEPT for 10 p.m. to 7 a.m. Eastern Time (ET), and how notifications triggered by off-cycle emergency data feed will be placed for 24 hours including the hours of 10 p.m. to 7 a.m. ET.
- d. Describe the ability for the system to require the registrant's four-digit PIN to be entered at the end of the notification call to confirm receipt. In addition, describe how in the event the PIN is not entered, the automated phone call will repeat over the next 24 hours as prescribed until the recipient is able to answer and enter their PIN to acknowledge receipt.
- e. Additional Desirable Feature:
 - i. Discuss whether the proposed system can allow a prescribed code less than four digits long (e.g. *99), that can be entered by the recipient to stop the current notification call and permanently remove the recipient's phone number from the system at the time the notification call is received. The bidder should provide a proposed script for the instructions that recipients can follow for this option. Also describe the ability to include in the monthly report the number of recipients who entered the code to permanently remove their phone number from the service (see **Section 4.6**).

4. Implementation, Support, and Training (see [Section 4.4](#))

- a. Discuss your proposed plan to publicize the availability of services, including the distribution of "swag" items selected and/or designed by DOCCS.
- b. Describe in detail your company's ability and plan for quality control performance, implementation of intervention measures, and quality assurance throughout the entire contract period. Include in your plan, discussion of the single point of contact as a primary resource for issues and their availability to discuss problems, solutions, implementation of solutions, system utilization, etc.
- c. Advise of bidder's ability to provide live operator support for registrants that is available on a 24 hours-a-day / 7 days-a-week basis in a call center located in the continental United States (CONUS). Include the ability for live operators to utilize consecutive live language interpretation services, and identify the name of the interpretation service to be used. (Final decision for the selected language interpretation service is subject to DOCCS' approval.)

- d. Discuss the ability for DOCCS to have 24/7 access to a private portal to: access aggregate usage reports, stop current calls, delete phone numbers, and update registrants' four-digit PIN's.
- e. Describe the training vendor will provide to the Department throughout the life of the contract, including training curricula and delivery method(s) to be used in accordance with BJA standards.
- f. Additional Desirable Features:
 - i. Provide a plan for the secure system to exceed 95.95% availability as measured on a monthly basis.
 - ii. In the event the Contractor sponsors a training and/or conference directly relevant to the proposed system, describe whether travel, lodging, and attendance costs for participation of DOCCS' Project Manager (or other representative) will be provided by the Contractor. Please note: compliance with NYS travel guidelines for state employees is required <https://www.osc.ny.gov/state-agencies/travel>.

5. Technical Data (see [Section 4.5](#))

- a. Describe the vendor's ability and plan to meet DOCCS' specifications pertaining to data file design (see **Exhibit B**).
- b. Discuss the vendor's ability to receive DOCCS' data via SFTP four (4) to eight (8) times daily on a prescribed schedule, with notifications made following receipt of each SFTP file transfer and when DOCCS utilizes an emergency data feed to provide off-cycle data. Data received will be incorporated and notifications will be triggered per BJA standards.
- c. Describe the proposed plan to receive an additional data file via SFTP from DOCCS on a daily basis at a prescribed time, which will update data but not trigger notifications. Include the plan to make such updated data available for display on both the secure portal and on the public-facing website.
- d. Describe the emergency data feed for DOCCS to provide 24/7 off-cycle data concerning incarcerated individuals' status (e.g. escapes and return from escape).
- e. Discuss the ability for monthly automated reconciliation of data per a schedule prescribed by DOCCS. Include an explanation of contractor's ability to make corrections to the data, if necessary.
- f. Discuss the vendor's ability to receive a file of registrations to initialize data files for future notifications. Also describe the vendor's ability to produce an electronic file of registrations to initialize data file to assist in transition at end of contract.
- g. Additional Desirable Feature:
 - i. Advise whether and how the bidder proposes to provide a detailed daily report to DOCCS for data that cannot be incorporated into the proposed data system.

6. Monthly Reporting (see [Section 4.6](#))

Describe the proposed monthly reports that document:

- a. new registrations per VOCA crime categories (DOCCS to provide the crime classification chart to the tentative awardee and will be based on VOCA reporting requirements). Examples include but are not limited to homicide, robbery, rape.
- b. undeliverable notifications by telephone, email, and text.
- c. the numbers of:
 - confirmed notification calls (i.e. the receiver entered their PIN to acknowledge receipt);
 - unconfirmed notification calls (i.e. the receiver did NOT enter their PIN to acknowledge receipt);
 - new text messages delivered;
 - new email messages delivered;
 - new email messages undelivered;
 - registrations in each language offered;
 - registrations using toll-free phone number;
 - registrations using website;
 - notification by release type (e.g. release to parole, conditional release to parole, transfer to another state or federal agency, death, release upon maximum expiration date of the sentence, discharged from sentence, release by court order, transfer to work release program, escape etc.);
 - total new registrations each month;
 - total new registrations each month by delivery method;
 - the number of times a live operator assists a caller with registering for notifications;
 - the duration of calls each time a live operator is reached;
 - the number of times a live operator utilizes a consecutive live language interpretation service to assist a caller.

7. Security (see [Section 4.7](#))

- a. Describe the vendor's ability to provide and uphold a data security plan(s) in compliance with NYS security policies and standards.
- b. Discuss the vendor's ability to create and implement a resolution plan in the event a vendor-responsible security breach occurs.
- c. Additional Desirable Feature:
 - i. Describe whether and what security measures the bidder will supply that exceed those stated in the BJA guidelines.

5.3 Diversity Practices Questionnaire

Pursuant to New York State Executive Law Article 15-A, the Department has determined that the assessment of the diversity practices of respondents of this procurement is practical, feasible, and

appropriate. Accordingly, respondents to this procurement should include **Attachment 2 - Diversity Practices Questionnaire** as part of their response to this RFP.

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

5.4 Cost Proposal

Bidders are required to submit pricing using a completed **Attachment 3 - Cost Proposal**. Cost information **must not** appear in the Technical Proposal, Administrative Proposal, or Diversity Practices Questionnaire.

Proposed costs exceeding the not-to-exceed amount as stated in [Section 2.3 – Purpose and Objectives](#) may not be considered. Bidders should submit a proposal with the understanding that all rates shall be firm for the duration of the contract.

Pricing for the proposed solution shall be inclusive of all costs of furnishing the said services in this RFP, including but not limited to: travel, license, insurance, training, Contractor time and materials, administrative expenses, overhead, profit, all labor and equipment costs, reporting or other requirements, and any other ancillary costs.

6.0 PROPOSAL SUBMISSION

Submission of proposals in a manner other than as described in these instructions will not be accepted. Bidder should make no more than one (1) offering/bid. 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.

The proposal must be received by DOCCS no later than the Deadline for Submission of Proposals specified in [Section 1.1 - Calendar of Events](#). Late bids may be rejected. Bidders assume all risks for timely, properly submitted bids. It is the responsibility of the Bidder to verify the completeness of its proposal and its suitability to meet the requirements of this RFP. Proposal materials should be clearly page numbered on the bottom of each page with appropriate header and footer information. Black font, and a font size of 11 points or larger should be used.

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:

| PART | SUBMISSION |
|-------------------------|---|
| Administrative Proposal | Should be comprised of all forms and documents included in Section 5.1 . Notarized signatures are required on some forms. One (1) pdf file to be labeled “RFP 2025-07 Administrative Proposal; [bidder name]”. |

| | |
|-----------------------------------|---|
| Technical Proposal | <p>Must consist ONLY of the Technical Proposal, as described in Section 5.2.</p> <p>One (1) pdf file to be labeled “RFP 2025-07 Technical Proposal; [bidder name]”.</p> |
| Diversity Practices Questionnaire | <p>Must consist ONLY of the Diversity Practices Questionnaire, as described in Section 5.3.</p> <p>One (1) pdf file to be labeled “RFP 2025-07 Diversity Practices Questionnaire; [bidder name]”.</p> |
| Cost Proposal | <p>Must consist ONLY of the Cost Proposal, as described in Section 5.4.</p> <p>One (1) pdf file to be labeled “RFP 2025-07 Cost Proposal; [bidder name]”.</p> |

- A. **Submit your proposal in a clearly labeled email to doccscontracts@doccs.ny.gov. Your email should contain subject line “RFP 2025-07 BID ENCLOSED by [bidder name]”. The bidder’s legal name and address should appear in the body of the email.** If sending the proposal files in multiple emails, indicate the email number, e.g., 1 of 2, 2 of 2. Note: Email delivery and/or read receipts are recommended.
- B. **Electronic documents must be attached as files; DOCCS will neither accept nor open materials submitted as links.** Where supporting documentation is required, links to websites for such documentation is not acceptable and may subject the bidder to disqualification.
- C. **Where signatures and/or notaries are required, proposal documents must have an original, handwritten signature and be signed in ink before being scanned as a pdf. Maintain the hard copy original for your files. The Department reserves the right to request hard copy originals of all signature pages at any time.**
- D. DOCCS strongly recommends double-checking that all required documents are complete and have been added to your email submission. Please ensure all electronic documents are clearly identified and labeled. Applicants are responsible for verifying all documents are complete, correct, viewable, and comply with the requirements of the RFP. **In the event an electronic submission cannot be read by the Department, the Department reserves the right to request a hard copy and/or electronic resubmission of any unreadable files. Offeror shall have two (2) business days to respond to such requests and must certify the resubmission is identical to the original submission.**
- E. 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 (1) section of the proposal. If information in one (1) 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.

F. Fax (facsimile), audio tape, videotape, USB, and embedded link bid submissions are not acceptable and will not be considered.

6.1 No-Bid Form

Bidders choosing not to bid are requested to complete and submit the **Attachment 1 - No-Bid form**.

7.0 METHOD OF AWARD

7.1 General Information

The evaluation process will be conducted in a comprehensive and impartial manner, as set forth herein, by an Evaluation Committee. DOCCS will evaluate each proposal based on the “Best Value” concept. This means the proposal that best “optimizes quality, cost, and efficiency among responsive and responsible offerers” shall be selected for award (State Finance Law, Article 11, §163(1)(j)). The basis of the award will be the highest final composite Technical (weighted 75%), Diversity Practices Questionnaire (weighted 5%), and Cost (weighted 20%) evaluation scores.

Bidders may be requested by DOCCS to clarify the contents of their proposals. Other than to provide such information as may be requested by DOCCS, no Bidder will be allowed to alter its proposal or add information after the Deadline for Submission of Proposals listed in [Section 1.1 - Calendar of Events](#).

DOCCS, at its sole discretion, will determine which proposal(s) best satisfies its requirements. Proposals failing to meet the requirements of this document may be eliminated from consideration. DOCCS reserves all rights with respect to the award.

The evaluation process will include separate eligibility, technical, diversity practices, and cost evaluations, and the result of each evaluation shall remain confidential until evaluations have been completed and a selection of the winning proposal is made. The final composite score will be calculated by DOCCS by adding the technical narrative, diversity practices, and cost scores awarded. The highest-scoring responsive and responsible bidder will be awarded the contract.

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

- (1) lowest cost;
- (2) NYS-certified MWBE;
- (3) highest Technical score;
- (4) NYS Business.

7.2 Submission Review – Eligibility and Compliance

All proposals received in a proper and timely manner will undergo a preliminary evaluation to verify Bidder Qualifications to Propose as listed in [Section 3.0](#). DOCCS may contact any references to verify information provided. DOCCS will also examine to determine if proposals meet the proposal submission requirements as described in [Section 5.0 - Proposal Content](#) and [Section 6.0 - Proposal Submission](#), including documentation requested for the Administrative Proposal. Proposals that are materially deficient in meeting the submission requirements or that have omitted material documents, in the sole opinion of DOCCS, may be rejected. All proposals deemed to be responsive to the requirements of this procurement will be evaluated and scored for technical qualities, diversity practices, and cost.

7.3 Technical Evaluation

A Technical Evaluation Team comprised of DOCCS program staff will use a predetermined tool to review and evaluate all proposals that pass the Eligibility and Compliance Review. 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 worth **75% (up to 75 points)** of the final score.

7.4 Diversity Practices Evaluation

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

The Diversity Practices Evaluation is worth **5% (up to 5 points)** of the final score.

7.5 Cost Evaluation

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

The Cost Proposals will be scored based on a maximum weighted score of 20 points. The Cost Proposal with the lowest total cost will be awarded the maximum possible points. All other responsive proposals will receive a proportionate score based on the relation of their Cost Proposal to the proposals offered at the lowest final cost, using this formula:

$$(Y/Z) * 20 = X$$

Y is Total price of lowest cost proposal;

Z is Total price of Cost Proposal being scored; and

X is the Cost score.

The Cost Evaluation is worth **20% (up to 20 points)** of the final score.

7.6 Composite Score

A final composite score will be calculated by DOCCS by adding the preliminary Technical, Diversity Practices, and Cost scores awarded. The composite scores of all bidders will then be ranked from highest to lowest score. The highest-scoring responsive and responsible bidder will be awarded the contract.

7.7 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.

7.8 Award Recommendation

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

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

7.9 Dispute Resolution

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

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

7.10 Debriefing

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

7.11 Protest Procedure

In the event unsuccessful Bidders wish to protest the award resulting from this RFP, Vendors 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), available online at <http://www.osc.state.ny.us/agencies/guide/MyWebHelp/>

8.0 ADDITIONAL CONTRACT CLAUSES

8.1 Standard Clauses for New York State Contracts

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

8.2 Order of Precedence - Terms and Conditions

Conflicts between documents shall be resolved in the following order of precedence:

- a. Appendix A – Standard Clauses for NYS Contracts
- b. This RFP, including its attachments

8.3 Intellectual Property

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

8.4 Extent of Services

8.4.1 Service Reduction

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

8.5 Payment

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

Any payment made by DOCCS to the Contractor will be made through direct payment upon submission of billing invoices. Compensating balances will not be employed. Payment for invoices submitted (if applicable) by the Contractor shall be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at <https://www.osc.state.ny.us/state-vendors>.

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

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 5.4 - Cost Proposal](#), [Attachment 3 - Cost Proposal](#), and the following:

- a. The Contractor will be held responsible for any costs incurred by DOCCS above the cost of the contract pricing to obtain the services covered under this contract by another service provider due to Contractor negligence.
- b. Contractor will be paid/reimbursed only for actual and necessary expenses for services actually performed in accordance with this RFP and its resulting Contract.

8.5.1 Billing

The selected Contractor will bill DOCCS twice each year during the term of the resulting contract. No additional funds are available for start-up costs and the first bill/invoice will be for the period beginning July 1, 2026, through December 31, 2026, and the second bill/invoice will be for the period beginning January 1, 2027, through June 30, 2027. The billing for subsequent years will be for July through December and January through June.

Contractor must provide complete and accurate billing invoices to DOCCS in order to receive payment. Billing invoices submitted to DOCCS on a standard voucher must contain all information and supporting documentation required by the Contract, DOCCS, and OSC. DOCCS has agreed to the timely review and processing of all invoices. All invoices are subject to verification and audit processes.

Vendors must submit invoices with the following:

- A unique invoice number
- Contract Number
- SFS Vendor ID Number
- FEIN
- Contractor Name
- Date(s) of Service
- Amount Charged

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

8.5.2 Price Adjustment

Price shall remain firm for the five-year contract term. The state shall not be barred from making appropriate adjustments in the case of a decrease in funding.

8.6 Encouraging Use of New York Businesses in Contract Performance

Public procurements can drive and improve the State's economic engine through promotion of the use of New York businesses by its contractors. New York State businesses have a substantial presence in State contracts and strongly contribute to the economies of the state and the nation. In recognition of their economic activity and leadership in doing business in New York State, bidders/proposers for this contract for commodities, services or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles. All bidders should complete **Attachment 13 - Encouraging Use of New York Businesses in Contract Performance**, to indicate their intent to use/not use New York Businesses in the performance of this contract.

8.7 Equal Employment Opportunity (EEO) Reporting

By submission of a bid in response to this solicitation, the Bidder agrees with all of the terms and conditions of **Appendix A** including Clause 12 - Equal Employment Opportunities for Minorities and Women. Additionally, the successful bidder will be required to certify they have an acceptable Equal Employment Opportunity (EEO) policy statement in accordance with **Attachment 14 – Minority- and Women-owned Business Enterprises (MWBE) EEO Policy Statement**, which should be submitted with the Administrative Proposal.

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, gender identity or expression, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

The Contractor is required to ensure that it and any subcontractors awarded a subcontract over \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work"), except where the Work is for the beneficial use of the Contractor, undertake or continue programs to ensure minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, gender identity or expression, 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 15 - Equal Employment Opportunity Staffing Plan (EEO100)** identifying the anticipated work force to be utilized on the Contract. Additionally, the Bidder should submit **Attachment 14 – MWBE and EEO Policy Statement** to DOCCS with their Administrative proposal.

If awarded a Contract, bidder shall submit a Workforce Utilization Report and shall require each of its Subcontractors to submit a Workforce Utilization Report, in such format as shall be required by DOCCS on a **quarterly** basis as required during the term of the Contract. Pursuant to Executive Order #162, contractors and subcontractors will also be required to report the gross wages paid to each of their employees for the work performed by such employees on the contract utilizing the Workforce Utilization Report on a quarterly basis.

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.

8.8 Participation Opportunities for Minority- & Women-owned Business Enterprise (“MWBE”) Requirements

MWBE FORMS ARE AVAILABLE AT: <https://doccs.ny.gov/procurement-opportunities>

Pursuant to New York State Executive Law Article 15-A, the New York State Department of Corrections and Community Supervision recognizes its obligation to promote opportunities for maximum feasible participation of certified Minority- and Women-owned Business Enterprises (MWBE) and the employment of minority group members and women in the performance of DOCCS contracts.

For purposes of this solicitation, DOCCS hereby establishes an overall goal of **0%** for MWBE participation, **0%** for Minority-owned Business Enterprises (“MBE”) participation and **0%** for Women-owned Business Enterprises (“WBE”) participation (based on the current availability of qualified MBEs and WBEs and outreach efforts to certified MWBE firms). A contractor (“Contractor”) on the subject contract (“Contract”) must document good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract and Contractor agrees that DOCCS may withhold payment pending receipt of the required MWBE documentation. For guidance on how DOCCS will determine “good faith efforts,” refer to 5 NYCRR §142.8.

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

New York State certified Minority- and/or Women-owned Business Enterprises 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 Empire State Development’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 BGA2024RFP@esd.ny.gov. 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.

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

SDVOB FORMS ARE AVAILABLE AT: <https://doccs.ny.gov/procurement-opportunities>

Veteran’s Services Law Article 3 provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses (“SDVOBs”), thereby further integrating such businesses into New York State’s economy. DOCCS recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of DOCCS contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Bidders/Contractors are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

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

New York State certified SDVOB may request that their firm's contact information be included on a list of SDVOB firms interested in serving as a subcontractor for this procurement. The listing will be publicly posted on the Empire State Development'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 SDVOB certification to BGA2024RFP@esd.ny.gov. Nothing prohibits an SDVOB Vendor from proposing as a prime contractor.

8.10 Contract Performance in Facilities and/or Involving Contact with Incarcerated Individuals

Not applicable.

8.11 Privacy and Confidentiality

8.11.1 Non-Disclosure Agreement

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

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

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

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

8.13 Executive Order 26.1 – Statewide Language Access Policy

Bidders should review this Executive Order prior to submitting proposals. The Executive Order dated October 6, 2011 and amended on March 23, 2021, may be accessed on the Governor's Website: https://www.governor.ny.gov/sites/default/files/atoms/files/EO_26.1.pdf.

8.14 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 17 – EO177**).

8.15 Tax Law §5-a; Sales and Compensating Use Tax Certification

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

This law imposes upon certain contractors the obligation to certify whether or not the contractor, its affiliates, and its subcontractors are required to register to collect state sales and compensating use tax and contractors must certify to DTF that each affiliate and subcontractor exceeding such sales threshold is registered with DTF to collect New York State and local sales and compensating use taxes. The law prohibits the State Comptroller, or other approving agencies, from approving a contract awarded to an 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 of Corrections and Community Supervision and Form ST-220-TD with the DTF. These requirements must be met before a contract may take effect. Further information can be found at the New York State Department of Taxation and Finance's website, available through this link: <http://www.tax.ny.gov/pdf/publications/sales/pub223.pdf>.

Forms are available through these links:

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

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

8.16 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.

8.17 Contractor Insurance Requirements

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

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

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

The Contractor shall not take any action or omit to take any action that would suspend or invalidate any of the required coverages during the term of the Contract.

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

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

Certificates of Insurance shall:

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

Only original documents (certificates of insurance and any endorsements and other attachments) or electronic versions of the same that can be directly traced back to the insurer, agent, or broker via 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.

- B. **Primary Coverage.** All liability insurance policies shall provide that the required coverage shall be primary and non-contributory to other insurance available to the People of the State of New York, the New York State Department of Corrections and Community Supervision, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees. Any other insurance maintained by the People of the State of New York, the New York State Department of Corrections and Community Supervision, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees shall be excess of all applicable Contractor's insurance, including any umbrella and/or excess policies, and shall not contribute with the Bidder/Contractor's insurance.
- C. **Breach for Lack of Proof of Coverage.** The failure to comply with the requirements of this Section at any time during the term of the Contract shall be considered a breach of the terms of the Contract and shall allow the People of the State of New York, the New York State Department of Corrections and Community Supervision, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees to avail themselves of all remedies available under the Contract or at law or in equity.
- D. **Self-Insured Retention/Deductibles.** Certificates of Insurance must indicate the applicable deductibles/self-insured retentions for each listed policy. Deductibles or self-insured retentions above \$100,000.00 are subject to approval from DOCCS. Such approval shall not be unreasonably withheld, conditioned or delayed. Bidders and Contractors shall be solely responsible for all claim expenses and loss payments within the deductibles or self-insured retentions. If the Bidder/Contractor is providing the required insurance through self-insurance, evidence of the financial capacity to support the self-insurance program along with a description of that program, including, but not limited to, information regarding the use of a third-party administrator shall be provided upon request. If the Contractor is unable to meet their obligation under any deductible, self-insured retention or self-insurance, neither the People of the State of New York nor DOCCS will be obligated to drop down to cover those amounts.
- E. **Subcontractors.** Not applicable.
- F. **Waiver of Subrogation.** For all liability policies and the workers' compensation insurance required below, the Bidder/Contractor shall cause to be included in its policies insuring against loss, damage or destruction by fire or other insured casualty a waiver of the insurer's right of subrogation against The People of the State of New York, the New York State Department of Corrections and Community Supervision, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees, or, if such waiver is unobtainable (i) an express agreement that such policy shall not be invalidated if the Contractor waives or has waived before the casualty, the right of recovery against The People of the State of New York, the New York State Department of Corrections and Community Supervision, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees or (ii) any other form of permission for the release of The People of the State of New York, the New York State Department of Corrections and Community Supervision, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees. A Waiver of Subrogation Endorsement shall be provided upon request. A blanket Waiver of Subrogation Endorsement evidencing such coverage is also acceptable.
- G. **Additional Insured.** The Contractor shall cause to be included in each of the liability policies required below, coverage for on-going and completed operations naming as additional insureds (via ISO coverage forms CG 20 10 04 13 and CG 20 37 04 13 and form CA 20 48

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

- H. **Excess/Umbrella Liability Policies.** Required insurance coverage limits may be provided through a combination of primary and excess/umbrella liability policies; however, a minimum of \$1,000,000.00 must be primary coverage for general liability and auto liability. All Contractor's applicable insurance policies, including umbrella and excess insurance, will be primary to any insurance, self-insurance, deductible or self-insured retention of The People of the State of New York, the New York State Department of Corrections and Community Supervision, or any entity authorized by law or regulation to use the Contract and their officers, agents, and employees. If coverage limits are provided through excess/umbrella liability policies, then a Schedule of underlying insurance listing policy information for all underlying insurance policies (insurer, policy number, policy term, coverage and limits of insurance), including proof that the excess/umbrella insurance follows form must be provided upon request.
- I. **Notice of Cancellation or Non-Renewal.** Policies shall be written so as to include the requirements for notice of cancellation or non-renewal in accordance with the New York State Insurance Law. Within five (5) business days of receipt of any notice of cancellation or non-renewal of insurance, the Contractor shall provide DOCCS with a copy of any such notice received from an insurer together with proof of replacement coverage that complies with the insurance requirements of this Solicitation and any Contract resulting from this Solicitation.
- J. **Policy Renewal/Expiration.** Upon policy renewal/expiration, evidence of renewal or replacement of coverage that complies with the insurance requirements set forth in this Solicitation and any Contract resulting from this Solicitation shall be delivered to DOCCS. If, at any time during the term of any Contract resulting from this Solicitation, the coverage provisions and limits of the policies required herein do not meet the provisions and limits set forth in this Solicitation or any Contract resulting from this Solicitation, or proof thereof is not provided to DOCCS, the Contractor shall immediately cease work. The Contractor shall not resume work until authorized to do so by DOCCS.
- K. **Deadlines for Providing Insurance Documents after Renewal or Upon Request.** As set forth herein, certain insurance documents must be provided to the DOCCS Contract Procurement Unit. This requirement means that the Contractor shall provide the applicable insurance document to DOCCS as soon as possible but in no event later than the following time periods:
- For certificates of insurance: 5 business days
 - For information on self-insurance or self-retention programs: 15 calendar days
 - For other requested documentation evidencing coverage: 15 calendar days
 - For additional insured and waiver of subrogation endorsements: 30 calendar days

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

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

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

1. **Commercial General Liability Insurance:** Such liability shall be written on the current edition of ISO occurrence form CG 00 01, or a substitute form providing equivalent coverage and shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal & advertising injury, cross liability coverage, liability assumed in a contract (including the tort liability of another assumed in a contract) [and explosion, collapse & underground coverage].

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

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

Coverage shall include, but not be limited to:

- premises liability;
 - independent contractors;
 - blanket contractual liability, including tort liability of another assumed in a contract;
 - defense and/or indemnification obligations, including obligations assumed under the Contract;
 - cross liability for additional insureds;
 - products/completed operations for a term of no less than three (3) years commencing upon acceptance of the work, as required by the Contract;
 - explosion, collapse, and underground hazards; and
 - Contractor means and methods.
2. *Business Automobile Liability Insurance:* Such insurance shall cover liability arising out of any automobile used in connection with performance under the Contract, including owned, leased, hired and non-owned automobiles bearing or, under the circumstances under which they are being used, required by the Motor Vehicles Laws of the State of New York to bear, license plates.

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

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

3. *Crime Insurance:* If providing services on-site, the Contractor shall maintain, during the term of the Contract, Crime Insurance on a “loss sustained form” or “loss discovered form,” and coverage must include the following:
- The policy must allow for reporting of circumstances or incidents that might give rise to future claims.

- The policy must include an extended reporting period of no less than one (1) year with respect to events which occurred but were not reported during the term of the policy.
 - Any warranties required by the Contractor's insurer as a result of the Contract must be disclosed and complied with. Said insurance shall extend coverage to include the principals (all directors, officers, agents, and employees) of the Contractor as a result of this Contract.
 - The policy shall include coverage for third party fidelity and name "The People of the State of New York, Department of Corrections and Community Supervision, any entity authorized by law or regulation to use this Contract as an Authorized User and their officers, agents, and employees" as "Loss Payees" for all third-party coverage secured. This requirement applies to both primary and excess liability policies, as applicable.
 - The policy shall not contain a condition requiring an arrest and conviction.
 - The policy shall include coverage for computer crime/fraud.
4. *Professional Errors and Omissions:* If providing professional occupation job titles, the Contractor shall maintain Professional Liability insurance.
- Such insurance shall apply to professional errors, acts, or omissions arising out of the scope of services.
 - If coverage is written on a claims-made policy, the Contractor warrants that any applicable retroactive date precedes the start of work; and that continuous coverage will be maintained, or an extended discovery period exercised, throughout the performance of the services and for a period of not less than three years from the time work under this Contract is completed. Written proof of this extended reporting period must be provided to DOCCS prior to the policy's expiration or cancellation.
 - The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this Contract.
 - If such professional title includes computer related services, coverage must include the following (is not limited to): consulting, data processing, programming, system integration, software development, installation, distribution or maintenance, systems analysis or design, training, staffing or other support services, any electronic equipment, computer hardware or software developed, manufactured, distributed, licensed, marketed or sold.
5. *Workers' Compensation Insurance and Disability Benefits Requirements:* Sections 57 and 220 of the New York State Workers' Compensation Law require the heads of all municipal and state entities to ensure businesses applying for contracts have appropriate workers' compensation and disability benefits insurance coverage. These requirements apply to both original contracts and renewals. Any questions relating to either workers' compensation or disability benefits coverage should be directed to the State of New York Workers' Compensation Board, Bureau of Compliance at (518) 486-6307.

The Department shall not enter into any contract unless proof of workers' compensation and disability benefits insurance coverage or legal exemption is produced. Prior to entering into a contract with the Department, successful Bidder(s) will be required to verify, on forms authorized by the NYS Workers'

Compensation Board, the fact that they are properly insured or are otherwise in compliance with the insurance provisions of Workers' Compensation Law. Failure to provide verification of the insurance coverage by the time contracts are ready to be executed will be grounds for disqualification of an otherwise successful Proposal. An ACORD form is not acceptable proof of New York State workers' compensation or disability benefits insurance coverage.

Failure to comply with the requirements of this Section at any time during the term of any Contract resulting from this Solicitation shall be considered a breach of terms of 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.

8.18 Breach of Services

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

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.

8.19 Termination

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 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.

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: The State shall have the right to terminate this contract early for convenience. The State may only invoke its right to terminate for convenience on the end date of Year 1 of the Contract and on each subsequent anniversary date of the contract (except for the contract expiration date), provided that the State has given written notice to the contractor no later than 90 days prior to the anniversary date.

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.

Ethics Requirements: The State shall have the right to terminate this Contract at any time if any work performed hereunder is in conflict with any of the Ethics Requirements (see [Section 1.7](#)).

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 (see

[Section 1.8.1](#)). 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.

Sales and Compensating Use Tax Certification (Tax Law §5-a): DOCCS reserves the right to terminate this Contract in the event it is found that the certification filed by the Contractor in accordance with §5-a of the Tax Law is not timely filed during the term of the Contract or the certification furnished was intentionally false or intentionally incomplete (see [Section 8.15](#)). Upon such finding, DOCCS may exercise its termination right by providing written notification to the Contractor.

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.

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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

TABLE OF CONTENTS

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

STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

3. COMPTROLLER’S APPROVAL. In accordance with Section 112 of the State Finance Law, if this contract exceeds \$50,000 (or \$75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and \$150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller’s approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed \$85,000. Comptroller’s approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed \$125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds \$200,000.

4. WORKERS’ COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers’ Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor’s employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in

accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

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

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records

must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "(a), (b) and (c)" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not

apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this

law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

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

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

NYS Department of Economic Development
Division for Small Business and Technology Development
625 Broadway
Albany, New York 12245
Telephone: 518-292-5100

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue 33rd Floor
New York, NY 10017
646-846-7364
email: mwbebusinessdev@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

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

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a “procurement contract” as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

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

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

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

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

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

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

EXHIBIT A

NYS 1998 Session Law, Chapter 1, §42

§ 42. Notwithstanding any other provision of law, by January 1, 1999, the department of correctional services shall establish an automated telephone system that a victim, family member of a victim, a witness or any member of the general public may call to obtain information relating to the crime and sentence of an inmate who is serving a determinate or indeterminate sentence of imprisonment. The department of correctional services, in consultation with the department of motor vehicles, shall also develop a public awareness campaign and disseminate information regarding the availability of the automated telephone system in conjunction with licensing and motor vehicle registration, application and renewal procedures of the department of motor vehicles. In addition, by April 1, 1999, the division of parole, in cooperation with the department of correctional services, shall implement a program to provide a victim, family member of a victim, a witness, or any member of the general public with access to information concerning the community of residence of a person who has been paroled, conditionally released or released to post-release supervision and the address and telephone number of the regional parole office to which such person has been assigned.

EXHIBIT B

Data File Layout

RECORD LENGTH: 161

| VARIABLE | POSITION | SIZE | DESCRIPTION |
|----------------------------------|----------|------|--|
| ACTION INDICATOR | 1-1 | 1 | 'A' - ADD 'D' - DELETE 'M' - MODIFY |
| ACTION DATE | 2-9 | 8 | CCYYMMDD |
| DIN | 10-16 | 7 | YYANNNN |
| NYSID | 17-25 | 9 | NNNNNNNA |
| LAST NAME | 26-43 | 18 | ALPHA |
| FIRST NAME | 44-54 | 11 | ALPHA |
| MIDDLE INITIAL | 55-55 | 1 | ALPHA |
| DATE OF BIRTH | 56-63 | 8 | CCYYMMDD |
| GENDER | 64-64 | 1 | 'M' - MALE 'F' - FEMALE |
| RACE | 65-65 | 1 | 'A' - ASIAN 'B' - BLACK 'I' - AMERICAN INDIAN 'O' - OTHER 'U' - UNKNOWN 'W' - WHITE |
| ETHNICITY | 66-66 | 1 | ' ' - NOT REPORTED 'H' - HISPANIC 'N' - NON-HISPANIC 'U' - UNKNOWN ' ' - NOT REPORTED |
| ADMISSION CODE | 67-68 | 2 | SEE ADMISSION CODE TABLE |
| ADMISSION DATE | 69-76 | 8 | CCYYMMDD |
| OUT-TO-COURT INDICATOR | 77-77 | 1 | 'Y' - YES 'N' - NO ' ' - NOT APPLICABLE |
| FACILITY CODE | 78-79 | 2 | SEE FACILITY CODE TABLE |
| WORK RELEASE FLAG | 80-80 | 1 | 'Y' - YES 'N' - NO UNSUPERVISED ' ' - NOT APPLICABLE |
| OUTCOUNT INDICATOR | 81-81 | 1 | 'Y' - YES 'N' - NO ' ' - NOT APPLICABLE |
| CONTROLLING CRIME ATTEMPT STATUS | 82-82 | 1 | 'Y' - ATTEMPTED 'N' - NONE ' ' - NOT APPLICABLE |
| CONTROLLING CRIME CODE | 83-86 | 4 | SEE CRIME CODE TABLE |
| AGGREGATE MINIMUM SENTENCE | 87-94 | 8 | YYYYMMDD |
| AGGREGATE MAXIMUM SENTENCE | 95-102 | 8 | YYYYMMDD |
| EARLIEST RELEASE DATE | 103-110 | 8 | CCYYMMDD |
| RELEASE CODE | 111-112 | 2 | SEE RELEASE CODE TABLE |
| RELEASE DATE | 113-120 | 8 | CCYYMMDD |
| OTHER DINS | 121-155 | 35 | YYANNNN OCCURS 5 |
| PAROLE ADDRESS COUNTY | 156-157 | 2 | SEE COUNTY TABLE |
| PAROLE AREA OFFICE | 158-161 | 4 | SEE PAROLE AREA OFFICE TABLE |

Disclosure of New York State Department of Corrections and Community Supervision Information

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

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

1. The Recipient’s representatives for receiving confidential information are:

| Name | Title |
|------|-------|
| | |
| | |
| | |
| | |
| | |

Recipient shall not disclose the confidential information to any of its employees other than those who have a need to review it and which employees are legally obligated to honor the confidentiality provisions herein.

2. The confidential information disclosed by DOCCS under this Agreement is described as: During the course of this contract, the Recipient may be provided with or observe confidential information including, but not limited to, department policies and procedures, including Directives, Facility Operations Manuals, and Policy Memoranda (e.g., Directives designated with a D or A Distribution); names/identification numbers (e.g., DIN, NYSID, FBI numbers) of incarcerated individuals and disciplinary history for participating/discharged program participants; and records pertaining to individuals’ criminal histories, incarceration histories, and program and treatment histories.
3. The Recipient shall keep the information confidential and shall use the confidential information only for **Contract #XXXXXX**. The Recipient shall not make any copies of the confidential information except as necessary for its employees who are entitled to view it under Section 1 above. Any copies made shall be identified as belonging to DOCCS and marked “confidential,” or with a similar legend.
4. The Recipient shall, where applicable, protect the confidential information in a manner consistent with the Health Insurance Portability and Accountability Act (“HIPAA”) of 1996 Privacy and Security provisions and all other applicable regulations.
5. The Recipient shall comply with all Federal and State regulations intended to protect criminal history records as they apply to the confidential information.
6. The Recipient shall comply with all DOCCS directives, policies, practices, and procedures as they apply to the protection of the confidential information.

7. The Recipient shall, in the event, of unauthorized disclosure of the confidential information, immediately notify DOCCS, in writing, and fully comply with the requirements of the New York State Breach Notification Act.
8. Any unauthorized disclosure of procurement information may subject Recipient to criminal, civil, and/or administrative penalties.
9. To the extent permitted by law, the Recipient shall protect the disclosed confidential information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the confidential information as the Recipient uses to protect its own confidential information of a like nature.
10. The Recipient shall have a duty to protect all confidential information which is disclosed to it, whether disclosed in writing, orally or in any other manner and which is identified as confidential at the time of disclosure. If the disclosure is in writing, it shall be marked “**confidential.**” If a disclosure is not in writing, DOCCS shall provide Recipient with a written memorandum summarizing and designating such information as confidential within 30 days of the disclosure.
11. This agreement controls information that is disclosed to Recipient for the life of the contract.
12. The Recipient’s duties under paragraph 3, 4, 5 ,6, & 7 of this Agreement shall expire one (1) year after the information is received. The recipient shall return or destroy all DOCCS confidential information. All paper documents and any copies made in accordance with #3 above are to be shredded. Electronically stored information is to be destroyed by shredding or securely wiping the media.
13. This Agreement imposes no obligation upon the Recipient with respect to confidential information which (a) was in the Recipient’s possession before receipt by DOCCS; (b) is or becomes a matter of public knowledge through no fault of the Recipient; (c) is received by the Recipient from a third party without a duty of confidentiality; (d) is disclosed by DOCCS to a third party without a duty of confidentiality on the third party; (e) is independently disclosed by the Recipient with DOCCS’ prior written approval; (f) is developed by the Recipient without reference to information disclosed hereunder.
14. DOCCS warrants that it has the right to make the disclosure under this Agreement.
15. Neither party acquires any intellectual property under this Agreement
16. Neither party has an obligation under this Agreement to purchase, sell or license any service or item from the other party.
17. The Recipient shall adhere to U.S. Export Administration laws and Regulations and shall not export, or re-export, technical data, information or products received from DOCCS or the direct product of such technical data or information to any proscribed country listed in the U.S. Export Administration Regulations, unless properly authorized by the U.S. Government.

18. The parties do not intend that any agency or partnership be created between them by this Agreement.
19. All additions or modifications to this Agreement must be in writing and signed by both parties.
20. This Agreement is made under and shall be governed by the laws of the State of New York.
21. Neither party may assign its rights or obligations under this Agreement without the written consent of the other party. Any assignment made without said consent shall be null and void.
22. The recipient shall indemnify and hold harmless DOCCS and the State of New York from any and all suits, causes of actions, claims, grievances, damages, judgments, and costs of every name and description under this Agreement, unless such injuries or damages are directly attributable to the intentional acts or negligent conduct of DOCCS, the State of New York, or their employees.
23. The failure of DOCCS to insist upon strict adherence to any provision or other requirement of this Agreement shall not be considered a waiver to deprive DOCCS of the right to insist upon strict adherence of the terms of this Agreement in the future.
24. If any provision, or portion thereof, of this Agreement is, or becomes, invalid under any applicable statute or rule of law, it is to be deemed stricken and the rest of this Agreement shall remain in full force and effect.

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

**NYS Department of Corrections and
Community Supervision**

By: _____

Print Name: _____

Title: _____

Date: _____

VENDOR NAME

By: _____

Print Name: _____

Title: _____

Date: _____

NYS Department of Corrections and Community Supervision

Bid Declination Form

A required activity of the Request For Proposals (RFP) process is the compiling of a Bid Tabulation. Ideally, this tabulation should incorporate not only those proposals submitted but also feedback from vendors receiving the RFP to determine why proposals were not submitted. Your cooperation in completing this form is requested should your company/agency decide not to respond to the below identified RFP. Please forward your response to:

Melinda Brownsantos, Contract Management Specialist 1
New York State Department of Corrections and Community Supervision
Division of Support Operations
550 Broadway
Menands, New York 12204-2802
doccscontracts@doccs.ny.gov

Company name: _____

Address: _____

City, State, Zip: _____

Telephone: _____

RFP 2025-07 Automated System for Victim Notification

- Please leave our company/agency on your bidder's list for future RFP considerations.
- OR**
- Please remove our company/agency from your bidder's list for future RFP considerations.

REASONS FOR NOT SUBMITTING A BID

- Work or service requested not performed by the company. (Please indicate your organization's type of work or service performed: _____)
- Bid request received too late. Insufficient time to plan, estimate, and submit a bid.
- Too busy to consider bidding on this contract.
- Unable to meet specifications/other considerations in this proposal.
- Specifications in the RFP were unclear.
- Unwilling to accept liability or responsibility for damages.
- Unable to meet insurance requirements.
- Unable to bid on all components (i.e., all locations).
- Reluctant to contract with the State because of the many standard requirements.
- Previous unfavorable experience with state contracts/work. (Please explain: _____)
- Other (specify): _____

Name

Title

Signature

Date

Diversity Practices Questionnaire



Diversity Practices Questionnaire

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

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

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

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

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

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

¹ Do not include onsite project overhead.

² Technical training is the process of teaching employees how to more accurately and thoroughly perform the technical components of their jobs. Training can include technology applications, products, sales and service tactics, and more. Technical skills are job-specific as opposed to soft skills, which are transferable.

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

5. Is your company participating in a government approved minority- and women-owned business enterprise mentor-protégé program? Yes or No

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

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

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

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

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

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

If Yes, complete the attached Utilization Plan

All information provided in connection with the questionnaire is subject to audit and any fraudulent statements are subject to criminal prosecution and debarment.

Signature of
Owner/Official

Printed Name of
Signatory

Title

Name of Business

Address

City, State, Zip

STATE OF _____
COUNTY OF _____) ss:

On the _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to this certification and said person executed this instrument.

Notary Public

Cost Proposal

Bidders must submit a completed Cost Proposal with their bid. Complete the table below providing the proposed annual rate for the provision of the automated system for victim notification.

Pricing for the proposed solution shall be inclusive of all costs of furnishing the said services in this RFP, including but not limited to: travel, license, insurance, training, Contractor time and materials, administrative expenses, overhead, profit, all labor and equipment costs, reporting or other requirements, and any other ancillary costs.

DOCCS has set an annual not-to-exceed funding amount for this procurement.

Proposed costs exceeding the not-to-exceed amount as stated in RFP Section 2.3 – Purpose and Objectives may not be considered. Bidders should submit a proposal with the understanding that all rates shall be firm for the duration of the contract.

| Annual Rate | Number of Years | Grand Total for Five Years <i>(Annual rate X number of years)</i> |
|--------------------|------------------------|---|
| \$ | 5 | \$ |

Company name

Printed name

Signature

Title

Date

**NYS Department of Corrections and Community Supervision
RFP 2025-07 Automated System for Victim Notification**

Bid Submission Checklist

>Please reference RFP Section 6.0 – Proposal Submission for the appropriate format and quantity for each proposal section.

>Ensure items that require it have signature and/or notarization.

Administrative Proposal (RFP Section 5.1)

- Attachment 4 – Bid Submission Checklist
- Attachment 5 – Bidder’s Certified Statements
- Attachment 6 – References; + signed letters on official letterhead
- Attachment 7 – Vendor Assurance of No Conflict of Interest
- Attachment 8 – Non-Collusive Bidding Certification
- Attachment 9 – Procurement Lobbying Certification & Disclosure of Prior Non-Responsibility Determination
- Attachment 10 – Sexual Harassment Prevention Policy Certification; State Finance Law §139-I Certification
- Attachment 11 – Gender Based Violence in the Workplace Prevention Policy Certification; State Finance Law §139-m Certification
- Attachment 12 – Vendor Responsibility Attestation
- Attachment 13 – Encouraging Use of NYS Businesses
- Attachment 14 – MWBE / EEO Policy Statement
- Attachment 15 – EEO100 Staffing Plan
- Attachment 16 – EO 16: Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia
- Attachment 17 – EO 177 Certification
- Freedom of Information Law (FOIL) – Proposal Redactions (*as applicable*)

Additional Administrative Items to Include:

- Contractor Certification Form ST-220-CA (*must be notarized*) available at http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf
- Proof of Compliance with Workers’ Compensation Coverage Requirements
- Proof of Compliance with Disability Benefits Coverage Requirements
- Certificate(s) of Insurance

Technical Proposal (RFP Section 5.2)

- Title Page Table of Contents Narrative

Diversity Practices Questionnaire (RFP Section 5.3)

- Attachment 2 – Diversity Practices Questionnaire

Cost Proposal (RFP Section 5.4)

- Attachment 3 – Cost Proposal Form

| |
|-----------------------------------|
| Bidder Company Name: _____ |
| Signature: _____ |
| Print Name: _____ |
| Date: _____ |

**NYS Department of Corrections and Community Supervision
RFP 2025-07 Automated System for Victim Notification**

Bidder's Certified Statements

To be completed, signed by an individual authorized to bind the Bidder contractually, and included in the proposal.

A. Information regarding the Bidder

1. Provide the Bidder's contact and identification information.

| |
|---|
| Organization Name: |
| DBA – Doing Business As (if applicable): |
| Street Address: |
| City, State, Zip Code: |
| Telephone Number (include area code): |
| Email Address: |
| Taxpayer Identification Number (FEIN): |
| NYS Vendor Identification Number (if available): |

2. Provide the contact information of the Bidder's Primary Contact with DOCCS regarding this proposal.

| |
|--|
| First and Last Name: |
| Title/Position: |
| Street Address: |
| City, State, Zip Code: |
| Telephone Number (include area code): |
| Email Address: |

3. Provide the contact information of the person authorized to receive notices regarding the Contract entered into as a result of this procurement.

| |
|--|
| First and Last Name: |
| Title/Position: |
| Street Address: |
| City, State, Zip Code: |
| Telephone Number (include area code): |
| Email Address: |

**NYS Department of Corrections and Community Supervision
RFP 2025-07 Automated System for Victim Notification**

4. The Bidder is (check as applicable):

- A New York State Small Business as defined in Executive Law Section 310(20)*
- A New York State Certified Minority-owned Business Enterprise (if yes, provide certification No. _____)
- A New York State Certified Woman-owned Business Enterprise (if yes, provide certification No. _____)
- A Dual Certified New York State Certified Minority- and Woman-owned Business Enterprise (if yes, provide certification No. _____)
- None of the above

* “Small Business” means a business which (a) has a significant business presence in NYS demonstrated through paying taxes in NYS, purchasing NYS products or materials, or having payroll in NYS; (b) is independently owned and operated; (c) is not dominant in its field; and (d) employs fewer than 300.

B. Bidder certification of Minimum Qualifications (see RFP Section 3.1 for additional information):

[Please note: a response of “No” to items in this Section indicates your organization is not qualified to bid on this procurement.]

| | |
|--|---|
| <p>1. Bidder must have a minimum of two (2) years’ experience supplying an automated information and notification system that is available 24 hours a day, seven (7) days a week, in (at minimum) English, Spanish, Chinese, Haitian Creole, Russian, Bengali, Korean, Yiddish, Italian, Arabic, Polish, French, and Urdu. The notifications will be made via text, email, and/or phone call. At time of bid submission, the Bidder will provide at least one (1) professional reference pertaining to this qualification, using Attachment 6 - References. See RFP Section 5.1.A – Mandatory Submissions for further instructions regarding references.</p> | <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> |
| <p>2. Bidder must have at least one (1) prior project requiring compliance with technical guidelines and standards for the operation of a statewide automated victim notification system as outlined by the Bureau of Justice Assistance (BJA): (Link here). At time of bid submission, the Bidder will provide at least one (1) professional reference pertaining to this qualification, using Attachment 6 - References. See RFP Section 5.1.A – Mandatory Submissions for further instructions regarding references.</p> | <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> |

C. By submitting a bid, the Bidder acknowledges and agrees to all of the following:

Please note: alteration of any language contained in this section may render your proposal non-responsive.

1. Bidder’s proposal constitutes a firm and irrevocable offer for a period of 90 days from the date of submission to DOCCS.
2. The Bidder certifies that it can and will provide and make available, at a minimum, all services as described in the RFP if selected for award.

**NYS Department of Corrections and Community Supervision
RFP 2025-07 Automated System for Victim Notification**

3. Bidder accepts, without any added conditions, qualifications, or exceptions, the contract terms and conditions contained in this RFP including any addenda, appendices, exhibits, and attachments.
4. Should any alternative proposals or extraneous terms be submitted with the proposal, such alternate proposals or extraneous terms will not be evaluated by DOCCS.
5. The Bidder is either registered to do business in NYS, or if formed or incorporated in another jurisdiction than NYS, can provide a Certificate of Good Standing from the applicable jurisdiction or provide an explanation, subject to the sole satisfaction of the Department, if a Certificate of Good Standing is not available, and if selected, the vendor will register to do business in NYS.
6. Bidder affirms its understanding of and agreement to comply with procedures relating to permissible contacts. (See “Designated Contacts” and “Restrictions on Communication/Restricted Period” in the solicitation document).
7. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section 201-g of the labor law.
8. Bidder will adhere to all State and Federal laws and regulations in connection with the contract.
9. Bidder will notify DOCCS of any changes in the legal status or principal ownership of the firm, no less than 45 days in advance of said change.
10. In any contract resulting from this RFP, the Contractor shall be completely responsible for its work, including any damages or breakdowns caused by its failure to take appropriate action.
11. Any contract resulting from this RFP may not be assigned, transferred, conveyed, or the work subcontracted, without the prior written consent of the Commissioner of DOCCS or his/her/their designee.
12. For reasons of safety and public policy, in any contract resulting from this RFP, the use of illegal drugs and/or alcoholic beverages by the Contractor or its personnel shall not be permitted while performing any phase of the work herein specified.
13. For purposes of any contract resulting from this RFP, the State will not be liable for any expense incurred by the Contractor for any parking fees or as a consequence of any traffic infraction or parking violations attributable to employees of the Contractor.
14. The Commissioner’s interpretation of specifications shall be final and binding upon the Contractor.
15. The Commissioner of DOCCS will make no allowance or concession to the bidder for any alleged misunderstanding because of quantity, quality, character, location, or other conditions.
16. Should it appear there is a real or apparent discrepancy between different Sections of specifications concerning the nature, quality, or extent of work to be furnished, it shall be assumed the Bidder has based its bid on the more expensive option. Final decision will rest with the Commissioner of DOCCS.
17. It is the Contractor's responsibility to maintain the equipment and materials provided for the work consistent with applicable safety, security, and health codes.

RETURN THIS PAGE AS PART OF THE BID

**NYS Department of Corrections and Community Supervision
RFP 2025-07 Automated System for Victim Notification**

18. DOCCS reserves the right to reject and bar from performing the Scope of Work, any employee hired by the Contractor.
19. **Inspection** – For purposes of any contract resulting from this RFP, the quality of service is subject to inspection and may be made at any reasonable time by the State of New York. Should it be found that quality of services being performed is not satisfactory and that the requirements of the specifications are not being met, the Commissioner of DOCCS may terminate the contract and employ another contractor to fulfill the requirements of the contract. The existing Contractor shall be liable to the State of New York for costs incurred on account thereof.
20. **Stop Work Order** - The Commissioner of DOCCS reserves the right to stop the work covered by this RFP and any contract(s) resulting therefrom at any time that it is deemed the successful Bidder is unable or incapable of performing the work to the state's satisfaction. In the event of such stopping, DOCCS shall have the right to arrange for the completion of the work in such manner as it may deem advisable and if the cost thereof exceeds the amount of the bid, the successful Bidder shall be liable to the State of New York for any such costs on account thereof. In the event that DOCCS issues a stop work order for the work as provided herein, the Contractor shall have 10 working days to respond thereto before any such stop work order shall become effective.

By my signature on this Attachment, I attest to the statements made above and that I am authorized to bind the Bidder contractually. Furthermore, I certify that all information provided in connection with its proposal is true and accurate.

(Printed Name)

(Title/Position)

(Signature)

(Date)

**NYS Department of Corrections and Community Supervision
RFP 2025-07 Automated System for Victim Notification**

References

Bidder: _____

Provide the following information for each reference submitted. Refer to RFP Sections 3.1 and 5.1 for additional instructions.

| | |
|---|--|
| Reference Company 1: | |
| Contact Person: | |
| Address: | |
| City, State, Zip: | |
| Telephone Number: | |
| Email Address: | |
| Number of years Bidder provided services to this entity: | |
| Brief description of the services provided: | |

**NYS Department of Corrections and Community Supervision
RFP 2025-07 Automated System for Victim Notification**

| | |
|---|--|
| Reference Company 2: | |
| Contact Person: | |
| Address: | |
| City, State, Zip: | |
| Telephone Number: | |
| Email Address: | |
| Number of years Bidder provided services to this entity: | |
| Brief description of the services provided: | |

**NYS Department of Corrections and Community Supervision
RFP 2025-07 Automated System for Victim Notification**

| | |
|---|--|
| Reference Company 3: | |
| Contact Person: | |
| Address: | |
| City, State, Zip: | |
| Telephone Number: | |
| Email Address: | |
| Number of years Bidder provided services to this entity: | |
| Brief description of the services provided: | |

NYS Department of Corrections and Community Supervision

Vendor Assurance of No Conflict of Interest or Detrimental Effect

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

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

1. The fulfillment of obligations by the Firm, as proposed in the response, does not violate any existing contracts or agreements between the Firm and the State;
2. The fulfillment of obligations by the Firm, as proposed in the response, does not and will not create any conflict of interest, or perception thereof, with any current role or responsibility that the Firm has with regard to any existing contracts or agreements between the Firm and the State;
3. The fulfillment of the obligations by the Firm, as proposed in the response, does not and will not compromise the Firm's ability to carry out its obligations under any existing contracts between the Firm and the State;
4. The fulfillment of any other contractual obligations that the Firm has with the State will not affect or influence its ability to perform under any contract with the State resulting from this RFP;
5. During the negotiation and execution of any contract resulting from this RFP, the Firm will not knowingly take any action or make any decision which creates a potential for conflict of interest or might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another;
6. In fulfilling obligations under each of its State contracts, including any contract which results from this RFP, the Firm will act in accordance with the terms of each of its State contracts and will not knowingly take any action or make any decision which might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert recourses from one State project to another;
7. No former officer or employee of the State who is now employed by the Firm, nor any former officer or employee of the Firm who is now employed by the State, has played a role with regard to the administration of this contract procurement in a manner that may violate section 73(8)(a) of the State Ethics Law; and
8. The Firm has not and shall not offer to any employee, member or director of the State any gift, whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence said employee, member or director, or could reasonably be expected to influence said employed, member or director, in the performance of the official duty of said employee, member or director or was intended as a reward for any official action on the part of said employee, member or director.

Firms responding to this RFP should note that the State recognizes conflicts may occur in the future because a Firm may have existing or new relationships. The State will review the nature of any such new relationships and reserves the right to terminate the contract for cause if, in its judgment, a real or potential conflict of interest cannot be cured.

Name, Title: _____

Signature: _____ Date: _____

This form must be signed by an authorized executive or legal representative.

RETURN THIS PAGE AS PART OF THE BID

NEW YORK STATE
Department of Corrections and Community Supervision
NON-COLLUSIVE BIDDING CERTIFICATION
Required by Section 139-D of the State Finance Law

➤ **SECTION 1 39-D. Statement of Non-Collusion in bids to the State of New York:**

By submission of this bid, bidder and each person signing on behalf of bidder certifies, and in the case of joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:

1. The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where 1, 2, and 3 above have not been complied with; provided however, that if in any case, the bidder(s) cannot make the foregoing certification, the bidder shall so state and shall furnish below a signed statement which sets forth in detail the reasons therefore:

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT]

Subscribed to under penalty of perjury under the laws of the State of New York, thi _____ day of _____, 20 ____ As the act and deed of said corporation or partnership.

➤ **If bidder(s) (are) a partnership, complete the following:**

| Names of Partners or Principals | Legal Residence |
|---------------------------------|-----------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

NON-COLLUSIVE BIDDING CERTIFICATION
Required by Section 139-D of the State Finance Law

➤ If bidder(s) (are) a corporation, complete the following:

| Names | Legal Residence |
|--------------------|-----------------|
| _____ President | _____ |
| _____ Secretary | _____ |
| _____ Treasurer | _____ |
| _____ | _____ |
| _____ President | _____ |
| _____ Secretary | _____ |
| _____ Treasurer | _____ |
| _____ | _____ |

Identifying Data

Potential Contractor: _____

Street Address: _____

City, State, Zip Code _____

Title/Telephone #: _____ () _____

Signature _____
Date

Typed/Printed name and title

NON-COLLUSIVE BIDDING CERTIFICATION
Required by Section 139-D of the State Finance Law

| | |
|---|---|
| _____ | _____ |
| Legal name of person, firm or corporation | Legal name of person, firm or corporation |
| By: | |
| _____ | _____ |
| Name | Name |
| _____ | _____ |
| | |
| Address: | |
| _____ | _____ |
| Street | Street |
| _____ | _____ |
| City, State, Zip Code | City, State, Zip Code |

NYS Department of Corrections and Community Supervision

Procurement Lobbying Certification and Disclosure of Prior Non-Responsibility Determination

Procurement Lobbying information can be accessed at: <https://ogs.ny.gov/acpl/>

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

By (signature): _____ Date: _____

Name (print): _____ Title: _____

Contractor Name: _____

Contractor Address: _____

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

- 1. Has any Government Entity made a finding of non-responsibility against this organization/company? **No** **Yes**
- 2. If yes, was the basis for the finding of non-responsibility due to a violation of SFL§139-j or due to the intentional provision of false or incomplete information to a Government Entity? **No** **Yes**
- 3. Has any Government Entity terminated or withheld a procurement contract with this organization/company due to the intentional provision of false or incomplete information? **No** **Yes**

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

Offerer Certification:

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

By: _____ Date: _____

Name: _____ Title: _____

Procurement Lobbying Termination

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

RETURN THIS PAGE AS PART OF THE BID

NYS Department of Corrections and Community Supervision

Sexual Harassment Prevention Policy Certification

State Finance Law § 139-I Certification

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section 201-g of the labor law.

If the bidder cannot make the foregoing certification, such bidder shall so state and shall furnish with the bid a signed statement that sets forth in detail the reasons that the bidder cannot make the certification.

By signing you certify your express authority to sign on behalf of yourself, your company, or other entity and full knowledge and acceptance of this Certification document and that all information provided is complete, true, and accurate.

| | | | |
|--|--------------|--------------|--|
| | | | |
| Authorized Signature | | Date | |
| | | | |
| Print Name | | Title | |
| | | | |
| Company Name | | | |
| | | | |
| DBA – Doing Business As (if applicable) | | | |
| | | | |
| Address | | | |
| | | | |
| City | State | Zip | |

Gender-Based Violence and the Workplace Certification

New York State Finance Law §139-M requires bidders on competitive state procurements to certify that they have a written policy addressing gender-based violence and the workplace and that such policy meets the following minimum requirements:

- **Share Information:** Employers must provide information regarding gender-based violence where employees can see and access it, including displaying the NYS Domestic and Sexual Violence Hotline information and a gender-based violence and the workplace poster.
- **Refer Employee-Survivors to Services:** The policy must require that the employer refer employees who disclose current or past victim status to the NYS Domestic and Sexual Violence Hotline and/or a local service provider. For bidders outside of New York State, referrals should be made to a local provider or statewide hotline. While referrals are required to be provided by the employer, it is not required for the employee to access services.
- **Prohibit Retaliation:** The policy must clearly state that discrimination or retaliation against employees who identify as victims or survivors of gender-based violence is prohibited.
- **Comply with Laws:** Ensure your policy follows State law. For employers based in New York State, this means that the policy must follow the SAFE Leave Act, New York State Human Rights Law, and any other relevant laws and regulations.
- **Offer Implementation Support:** OPDV is able to assist employers in developing and implementing this policy. Employers must provide information to supervisors and human resources, where available, about this technical assistance from OPDV. OPDV can be contacted at workplace@opdv.ny.gov.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing gender-based violence and the workplace and has provided such policy to all of its employees, directors and board members. Such policy shall, at a minimum, meet the requirements of subdivision 11 of section five hundred seventy-five of the executive law.

Organization's signature below certifies its compliance with State Finance Law §139-M.

Organization: _____

By (signature): _____

Name (Please Print): _____

Title: _____

Date: _____

This form must be signed by an authorized executive or legal representative.

If the organization cannot make the above certification, they must provide an attached statement with their bid detailing the reasons therefor.

RETURN THIS PAGE AS PART OF THE BID

**NYS Department of Corrections and Community Supervision
RFP 2025-07 Automated System for Victim Notification**

Vendor Responsibility Attestation

To comply with the Vendor Responsibility Requirements outlined in the Solicitation, I hereby certify:

Choose one:

- An on-line Vendor Responsibility Questionnaire has been updated or created at OSC's website: <https://portal.osc.state.ny.us> within the last six (6) months.

- A hard copy Vendor Responsibility Questionnaire is included with this proposal/bid and is dated within the last six (6) months.

- A Vendor Responsibility Questionnaire is not required due to an exempt status. Exemptions include governmental entities, public authorities, public colleges and universities, public benefit corporations, and Indian Nations.

Signature of Organization Official:

Print/type Name:

Title:

Organization:

Date Signed:

NYS Department of Corrections and Community Supervision

Encouraging Use of NYS Business in Contract Performance

PLEASE USE BLACK INK OR TYPEWRITER WHEN PREPARING YOUR BID. BE SURE YOU HAVE INSERTED YOUR COMPANY'S NAME IN THE BOX

Bidder

⇒ ⇒ ⇒ ⇒ ⇒ ⇒

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

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

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

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

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

Will New York State Businesses be used in the performance of this Contract?

_____ YES _____ NO

If yes, identify New York State Business(es) that will be used: (Attach identifying information)

RETURN THIS PAGE AS PART OF THE BID

**NYS Department of Corrections and Community Supervision
RFP 2025-07 Automated System for Victim Notification**

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES – EQUAL
EMPLOYMENT OPPORTUNITY POLICY STATEMENT**

MWBE AND EEO POLICY STATEMENT

I, _____, the (awardee/contractor) _____ agree to adopt the following policies with respect to the project being developed or services rendered at _____

MWBE

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the MWBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to MWBE contractor associations.
- (2) Request a list of State-certified MWBEs from AGENCY and solicit bids from them directly.
- (3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective MWBEs.
- (4) Where feasible, divide the work into smaller portions to enhanced participations by MWBEs and encourage the formation of joint venture and other partnerships among MWBE contractors to enhance their participation.
- (5) Document and maintain records of bid solicitation, including those to MWBEs and the results thereof. The Contractor will also maintain records of actions that its subcontractors have taken toward meeting MWBE contract participation goals.
- (6) Ensure that progress payments to MWBEs are made on a timely basis so that undue financial hardship is avoided, and that, if legally permissible, bonding and other credit requirements are waived or appropriate alternatives developed to encourage MWBE participation.

EEO

- (a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender identity or expression, military status, age, disability, predisposing genetic characteristics, familial status, marital status, or as a victim of domestic violence, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.
- (b) This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, age, gender identity or expression, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristic, marital status, or domestic violence victim status.
- (c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.
- (d) The Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, national origin, sex, sexual orientation, gender identity or expression, military status, age, disability, predisposing genetic characteristics, familial status, marital status, or as a victim of domestic violence, 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.
- (e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

Agreed to this _____ day of _____, 2025

By (signature) _____

Print: _____ Title: _____

RETURN THIS PAGE AS PART OF THE BID

**NYS Department of Corrections and Community Supervision
RFP 2025-07 Automated System for Victim Notification**

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

responsible for administering the Minority- and Women-owned Business Enterprises - Equal Employment Opportunity (MWBE-EEO) program.

MWBE Contract Goals

 0 % Minority and Women's Business Enterprise Participation

 0 % Minority Business Enterprise Participation

 0 % Women's Business Enterprise Participation

Authorized Representative Signature: _____

Printed Name: _____

Title/Position: _____

Date: _____

RETURN THIS PAGE AS PART OF THE BID

EQUAL EMPLOYMENT OPPORTUNITY STAFFING PLAN

SUBMIT WITH BID OR PROPOSAL or within a reasonable time thereafter as requested by DOCCS, but prior to Contract Award.

| | | |
|--|---|--|
| Solicitation No.: | Reporting Entity: <input type="checkbox"/> Contractor <input type="checkbox"/> Subcontractor | Report includes Contractor's <input type="checkbox"/> Contractor's work force to be utilized on this contract <input type="checkbox"/> Contractor's total work force <input type="checkbox"/> Subcontractor's work force to be utilized on this contract <input type="checkbox"/> Subcontractor's total work force |
| Contractor/Subcontractor's Name: | | |
| Contractor/Subcontractor's Address: | | |
| FEIN: | | |

Enter the total number of employees for each classification.

| EdkfdkEO Job Category | Total Work Force | Work force by Gender | | Work force by Race/Ethnic Identification | | | | | | | | | | | | | | |
|---|------------------|----------------------|------------------|--|--|---------------|--|------------------|--|---------------|--|---|--|-----------------|--|--|--|--|
| | | Total Male (M) | Total Female (F) | White (M) (F) | | Black (M) (F) | | Hispanic (M) (F) | | Asian (M) (F) | | American Indian or Alaskan Native (M) (F) | | Veteran (M) (F) | | | | |
| Executive/Senior level Officials & Managers | | | | | | | | | | | | | | | | | | |
| First/Mid level officials & Managers | | | | | | | | | | | | | | | | | | |
| Professionals | | | | | | | | | | | | | | | | | | |
| Technicians | | | | | | | | | | | | | | | | | | |
| Sales Workers | | | | | | | | | | | | | | | | | | |
| Administrative Support Workers | | | | | | | | | | | | | | | | | | |
| Craft Workers | | | | | | | | | | | | | | | | | | |
| Operatives | | | | | | | | | | | | | | | | | | |
| Laborers and Helpers | | | | | | | | | | | | | | | | | | |
| Service Workers | | | | | | | | | | | | | | | | | | |
| Totals | | | | | | | | | | | | | | | | | | |

| | | |
|--|-----------------------|--------------|
| PREPARED BY (Signature): | TELEPHONE NO.: | DATE: |
| | EMAIL ADDRESS: | |
| NAME AND TITLE OF PREPARER (Print or Type): | | |

EEO 100 (5/12)General instructions: Contact the Designated Contact(s) for the solicitation if you have any questions. **All Offerors** must complete an EEO Staffing Plan (EEO 100) and submit it as part of the bid or proposal package. Where the work force to be utilized in the performance of the State contract can be separated out from the contractor's total work force, the Offeror shall complete this form only for the anticipated work force to be utilized on the State contract. Where the work force to be utilized in the performance of the State contract cannot be separated out from the contractor's total work force, the Offeror shall complete this form for the contractor's total work force. Subcontractors awarded a subcontract over \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor must complete this form upon request of OGS.

Instructions for completing:

1. Enter the Solicitation Number that this report applies to along with the name and address of the Offeror.
2. Check off the appropriate box to indicate if the Offeror completing the report is the contractor or a subcontractor.
3. Check off the appropriate box to indicate if the work force being reported is just for the contract or the Offerors' total work force.
4. Enter the total work force by EEO job category.
5. Break down the total work force by gender and enter under the heading "Work force by Gender."
6. Break down the total work force by race/ethnic background and enter under the heading "Work force by Race/Ethnic Identification." Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in the designated boxes.

RACE/ETHNIC IDENTIFICATION

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

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

BLACK - A person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.

HISPANIC - A person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.

ASIAN & PACIFIC ISLANDER - A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.

AMERICAN INDIAN OR ALASKAN NATIVE (Not of Hispanic Origin) - A person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

**Certification Under Executive Order No. 16
Prohibiting State Agencies and Authorities from Contracting with
Businesses Conducting Business in Russia**

Executive Order No. 16 provides that “all Affected State Entities are directed to refrain from entering into any new contract or renewing any existing contract with an entity conducting business operations in Russia.” The complete text of Executive Order No. 16 can be found [here](#).

The Executive Order remains in effect while sanctions imposed by the federal government are in effect. Accordingly, vendors who may be excluded from award because of current business operations in Russia are nevertheless encouraged to respond to solicitations to preserve their contracting opportunities in case the sanctions are lifted during a solicitation or even after award in the case of some solicitations.

As defined in Executive Order No. 16, an “entity conducting business operations in Russia” means an institution or company, wherever located, conducting any commercial activity in Russia or transacting business with the Russian Government or with commercial entities headquartered in Russia or with their principal place of business in Russia in the form of contracting, sales, purchasing, investment, or any business partnership.

Is Vendor an entity conducting business operations in Russia, as defined above? Please answer by checking one of the following boxes:

- 1. No, Vendor does not conduct business operations in Russia within the meaning of Executive Order No. 16.
- 2. a. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but has taken steps to wind down business operations in Russia or is in the process of winding down business operations in Russia. (Please provide a detailed description of the wind down process and a schedule for completion.)
- 2.b. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but only to the extent necessary to provide vital health and safety services within Russia or to comply with federal law, regulations, executive orders, or directives. (Please provide a detailed description of the services being provided or the relevant laws, regulations, etc.)
- 3. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16.

The undersigned certifies under penalties of perjury that they are knowledgeable about the Vendor’s business and operations and that the answer provided herein is true to the best of their knowledge and belief.

Vendor Name: _____
(legal entity)
By: _____
(signature)
Name: _____
Title: _____
Date: _____

RETURN THIS PAGE AS PART OF THE BID

Executive Order 177 Certification

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

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

Generally, the Human Rights Law applies to:

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

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

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

Contractor:

By: _____

Name: _____

Title: _____

Date: _____, 20__

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