



Competitive Procurement for:

**SNUG Motivational Interviewing
NYS DCJS RFP# DCJS-2026-101**

CONTRACTING ENTITY	DCJS SOLE DESIGNATED CONTACT FOR INQUIRIES AND SUBMISSIONS
<p align="center">State of New York acting by and through the Division of Criminal Justice Services (DCJS) Rossana Rosado, Commissioner On behalf of the State of New York, Division of Criminal Justice Services</p>	<p align="center">Procurement Office, Office of Budget and Finance New York State Division of Criminal Justice Services Alfred E. Smith State Office Building 80 South Swan Street, Albany, NY 12210</p> <p>All questions regarding this RFP must be submitted via electronic mail to the designated contact, Matt Slater for this RFP at: DCJSprocurement@DCJS.ny.gov Responses to questions will be posted on the DCJS website.</p>

PROCUREMENT TIMELINE	
Event	Date (Time)
1. RFP Release Date	05/22/2026
2. Deadline for Submission of Bidder's Questions	06/05/2026 (4:00 P.M. ET)
3. DCJS Issuance of Response to Submitted Questions	06/19/2026
4. Bid Proposal Due Date	07/03/2026 (4:00 P.M. ET)
5. Anticipated Notification of Intent to Award/Non-Award	08/07/2026
6. Anticipated Contract Start Date	11/24/2026

NOTE: The above dates are tentative and subject to change at DCJS's sole discretion.

NYS reserves the right, in its sole discretion, to alter the information and schedule shown above. In such an event, NYS will e-mail notice to Vendors who have submitted a Bid and publish the notification on its website at: <http://www.criminaljustice.ny.gov/pio/vendor/business.html>.

PROPOSALS SUBMITTED IN RESPONSE TO THIS RFP AND ALL QUESTIONS, COMMUNICATIONS AND SUBMISSIONS TO DCJS MUST BE WRITTEN IN THE ENGLISH LANGUAGE WITH QUANTITIES EXPRESSED USING ARABIC NUMERALS. ALL PRICES SHALL BE EXPRESSED, AND ALL PAYMENTS SHALL BE MADE, IN UNITED STATES DOLLARS (\$ USD). ANY PROPOSAL RECEIVED THAT DOES NOT MEET THE ABOVE CRITERIA MAY BE REJECTED AT THE SOLE OPTION OF DCJS.

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PREAMBLE

NOTICE OF POLICY AND PROHIBITIONS ON PROCUREMENT LOBBYING AND CONTACTS

State Finance Law §139-j(6) requires that a governmental entity incorporate a summary of its policy and prohibitions regarding permissible contacts during a covered procurement. Pursuant to State Finance Law §§139-j and 139-k, this Request for Proposal (RFP) includes and imposes certain restrictions on communications between the Division of Criminal Justice Services (DCJS or Division), a governmental entity, and a Vendor during the procurement process.

A Vendor is restricted from making contacts from the earliest notice of intent to solicit offers including this Request for Proposal through final award and approval of the procurement contract by DCJS and the Office of the State Comptroller (“Restricted Period”) to other than the DCJS staff member who has been designated by DCJS as the sole procurement contact and who has been identified on the cover page of this RFP. There are certain statutory exceptions set forth in State Finance Law §139-j(3)(a).

State Finance Law §139-k(4) obligates every governmental entity during the restricted period of a procurement contract to make a written record of any contacts made. The term “contact” is defined in State Finance Law §139-k(1)(c) and refers to those oral, written, or electronic communications that a reasonable person would infer are attempts to influence the Governmental Procurement. DCJS is required to make a determination of the responsibility of the Vendor pursuant to State Finance Law §§139-j and 139-k. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a four (4) year period; the Vendor is debarred from obtaining Governmental Procurement contracts.

Additional information and guidance on the “Restricted Period” and permissible contacts can be found in the guidelines issued by the New York State Advisory Council on Procurement Lobbying, which can be found on the OGS website at:

<http://www.ogs.ny.gov/ACPL/>

Vendors must provide DCJS with a required affirmation of understanding and agreement to comply with procedures on procurement lobbying restrictions regarding contacts in the restricted period for a procurement contract in accordance with State Finance Law §§139-j and 139-k. The Vendor must agree to the certification and complete the affirmation of such agreement via the included Offerer’s Affirmation of Understanding of an Agreement pursuant to State Finance Law §139-j(3) and §139-j(6)(b) and Form 4: Offerer’s Certification of Compliance with State Finance Law §139-k(5), which are mandatory submissions.

Sole Designated Procurement and Solicitation Contact

All Vendors are required to comply with Chapter 1 of the Laws of 2005, the Procurement Lobbying Act and subsequent amendments made pursuant to Chapter 4 of the Laws of 2010. All questions regarding this RFP must be submitted via electronic mail to the DCJS Sole Designated Contact for this procurement specified on the cover page of this RFP. Pursuant to the Procurement Lobbying Law, the DCJS Sole Designated Contact for this procurement specified on the cover page of this RFP is designated as the DCJS Solicitation Contact for this procurement. All inquiries, questions, filings, and submission of proposals that are submitted to any other individual or physical address shall not be considered as official, binding, or as having been received by the State.

DCJS may at its sole option change the sole designated contact and will make notification of such a change by issuing an Amendment to RFP 2026-101, posted to the [Doing Business with DCJS Website](#).

Prior Non-Responsibility Determination Affirmation

New York State Finance Law §139-k(2) obligates a governmental entity to obtain specific information regarding all prior non-responsibility determinations with respect to State Finance Law §139-j. This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law §163(9). In accordance with State Finance Law §139-k, an Offerer must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any governmental entity due to: (a) a violation of State Finance Law §139-j or (b) the intentional provision of false or incomplete information to a governmental entity. The terms "Offerer" and "governmental entity" are defined in State Finance Law § 139-k(1). State Finance Law §139-j sets forth detailed requirements about the restrictions on contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such Contact does not fall within one of the exemptions). The Offerer must agree to the certification and complete the affirmation of such agreement, included at **Appendix F (Attachment 2: Offerer's Disclosure of Prior Non-Responsibility)**.

Offerer Certification of Compliance with State Finance Law §139-k(5)

In addition to any other remedy at law or equity, the Division reserves the right to terminate any contract in the event it is found that the certification filed by Offerer in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Governmental Entity may exercise its termination right by providing written notification to the Offerer in accordance with the written notification terms of any contract.

Public Officers Law Sections 73 and 74

The New York State Joint Commission on Public Ethics is charged with administering and enforcing the State's ethics and lobbying laws as well as the State's anti-nepotism law and laws pertaining to certain political activities and improper influence. Its mission is to ensure compliance with the ethical standards that public officials and lobbyists must observe in order to ensure public trust and confidence in government. More information is available at the Commission's website at https://ethics.ny.gov/?utm_medium=301&utm_source=www.jcope.ny.gov.

The Offerer will ensure that all of its personnel involved in the preparation and submission of the Offerer's proposal(s) have read the Public Officers Code of Ethics, Public Officers Law §§73 and 74, and that the Offerer has advised its personnel of their obligation not to importune any violations of those sections. For the convenience of the reader certain sections in effect as of the date of release of this RFP are reproduced below. Readers are advised to check official sources.

Public Officers Law § 73(5)

1. No statewide elected official, state officer or employee, individual whose name has been submitted by the governor to the senate for confirmation to become a state officer or employee, member of the legislature or legislative employee shall, directly or indirectly:
 - a. solicit, accept or receive any gift having more than a nominal value, whether in the form of money, service, loan, travel, lodging, meals, refreshments, entertainment, discount, forbearance or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence him, or could reasonably be expected to influence him, in the performance of his official duties or was intended as a reward for any official action on his part. No person shall, directly or indirectly, offer

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or make any such gift to a statewide elected official, or any state officer or employee, member of the legislature or legislative employee under such circumstances.

- b. solicit, accept or receive any gift, as defined in section one-c of the legislative law, from any person who is prohibited from delivering such gift pursuant to section one-m of the legislative law unless under the circumstances it is not reasonable to infer that the gift was intended to influence him; or
- c. permit the solicitation, acceptance, or receipt of any gift, as defined in section one-c of the legislative law, from any person who is prohibited from delivering such gift pursuant to section one-m of the legislative law to a third party including a charitable organization, on such official's designation or recommendation or on his or her behalf, under circumstances where it is reasonable to infer that the gift was intended to influence him.

Public Officers Law §74:

Section 74. Code of ethics. 1. Definition. As used in this section: The term "state agency" shall mean any state department, or division, board, commission, or bureau of any state department or any public benefit corporation or public authority at least one of whose members is appointed by the governor or corporations closely affiliated with specific state agencies as defined by paragraph (d) of subdivision five of section fifty-three-a of the state finance law or their successors.

The term "legislative employee" shall mean any officer or employee of the legislature, but it shall not include members of the legislature.

2. Rule with respect to conflicts of interest. No officer or employee of a state agency, member of the legislature or legislative employee should have any interest, financial or otherwise, direct or indirect, or engage in any business or transaction or professional activity or incur any obligation of any nature, which is in substantial conflict with the proper discharge of his duties in the public interest.

3. Standards.

- a. No officer or employee of a state agency, member of the legislature or legislative employee should accept other employment which will impair his independence of judgment in the exercise of his official duties.
- b. No officer or employee of a state agency, member of the legislature or legislative employee should accept employment or engage in any business or professional activity which will require him to disclose confidential information which he has gained by reason of his official position or authority.
- c. No officer or employee of a state agency, member of the legislature or legislative employee should disclose confidential information acquired by him in the course of his official duties nor use such information to further his personal interests.
- d. No officer or employee of a state agency, member of the legislature or legislative employee should use or attempt to use his or her official position to secure unwarranted privileges or exemptions for himself or herself or others, including but not limited to, the misappropriation to himself, herself or to others of the property, services or other resources of the state for private business or other compensated non-governmental purposes.
- e. No officer or employee of a state agency, member of the legislature or legislative employee should engage in any transaction as representative or agent of the state with any business entity in which he

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has a direct or indirect financial interest that might reasonably tend to conflict with the proper discharge of his official duties.

- f. An officer or employee of a state agency, member of the legislature or legislative employee should not by his conduct give reasonable basis for the impression that any person can improperly influence him or unduly enjoy his favor in the performance of his official duties, or that he is affected by the kinship, rank, position or influence of any party or person.
 - g. An officer or employee of a state agency should abstain from making personal investments in enterprises which he has reason to believe may be directly involved in decisions to be made by him or which will otherwise create substantial conflict between his duty in the public interest and his private interest.
 - h. An officer or employee of a state agency, member of the legislature or legislative employee should endeavor to pursue a course of conduct which will not raise suspicion among the public that he is likely to be engaged in acts that are in violation of his trust.
 - i. No officer or employee of a state agency employed on a full-time basis nor any firm or association of which such an officer or employee is a member nor corporation a substantial portion of the stock of which is owned or controlled directly or indirectly by such officer or employee, should sell goods or services to any person, firm, corporation or association which is licensed or whose rates are fixed by the state agency in which such officer or employee serves or is employed.
4. Violations. In addition to any penalty contained in any other provision of law any such officer, member or employee who shall knowingly and intentionally violate any of the provisions of this section may be fined, suspended or removed from office or employment in the manner provided by law. Any such individual who knowingly and intentionally violates the provisions of paragraph b, c, d or i of subdivision three of this section shall be subject to a civil penalty in an amount not to exceed ten thousand dollars and the value of any gift, compensation or benefit received as a result of such violation. Any such individual who knowingly and intentionally violates the provisions of paragraph a, e or g of subdivision three of this section shall be subject to a civil penalty in an amount not to exceed the value of any gift, compensation or benefit received as a result of such violation.

Notification of Award and Opportunity for Debriefing

The successful Offerer will be advised of selection by DCJS through the issuance of a formal written correspondence indicating a proposed award. All Bidders will be notified of the selection or rejection of their proposals. Once an award has been made, Bidders may submit a written request for a debriefing as to why their proposal did not result in an award. The written request must be received by the DCJS Sole Designated Contact identified on the cover page of this RFP no later than ten (10) business days from the date of the award announcement.

DCJS Contract Award Protest Procedure

The State of New York strives to assure a fair, open and competitive process to all Vendors qualified to respond to this Procurement. In the event that any Vendor has a complaint or objection to the RFP requirements, the procurement process or any matter affecting the submission of a Vendor's Bid Proposal, the Vendor is encouraged to informally contact the DCJS Sole Designated Contact for this procurement, listed on the cover page of this RFP, immediately to resolve the matter.

If the Vendor believes that the objection affects the outcome or nature of the proposed award for this Procurement, the Vendor must follow the procedures for timely filing a formal protest set forth in the DCJS Contract Award Protest Procedures at **Exhibit A (DCJS Contract Award Protest Procedure)** of this RFP by

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the deadline set forth in the procedure. Prior to Contract award, protests which may affect the outcome or nature of the award may only be considered by the State in the context of a formal written protest filed in accordance with the procedure within this document.

Freedom of Information Law (FOIL) Requests

To request access, pursuant to the Freedom of Information Law (FOIL), to a record maintained by the Division, you must make your request in writing to the Division's Records Access Officer. Please be as specific as possible in describing the record(s) in which you are interested. To submit a FOIL request, please go to our online FOIL submission portal:

[https://dcjsny.govqa.us/WEBAPP/rs/\(S\(necbnlqxfutilmwygfnyuhu4\)\)/supporthome.aspx?agencyCode=DCJS](https://dcjsny.govqa.us/WEBAPP/rs/(S(necbnlqxfutilmwygfnyuhu4))/supporthome.aspx?agencyCode=DCJS)

Records Access Officer
NYS Division of Criminal Justice Services
Alfred E. Smith State Office Building
80 South Swan Street
Albany, NY 12210
E-mail: foil@dcjs.ny.gov

Procurement Record

DCJS shall maintain a Procurement Record which documents all decisions regarding the procurement process, particularly the quantification of criteria used to determine an award based on best value; or where not quantifiable, the justification which demonstrates that best value will be achieved pursuant to State Finance Law §163(9)(g). The Procurement Record will be forwarded to the Office of the State Comptroller and as applicable to the Office of the Attorney General (Department of Law) in support of their respective evaluation activity.

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1.0 PROPOSAL BACKGROUND

1.1 Purpose of this Request for Proposal (RFP)

The New York State Division of Criminal Justice Services (DCJS or Division) is seeking to establish an agreement with a single Vendor for motivational interview training tailored to strengthen the SNUG Street Outreach Team's ability to effectively engage individuals at risk of involvement in gun violence through evidence-based practices. By building skills in Motivational Interviewing, staff will be better equipped to foster trust, support behavior change, and encourage safer decision-making among participants. These services aim to enhance outreach efforts, promote personal and community healing, and ultimately contribute to reducing violence. Overall, the training supports the development of a skilled, resilient workforce capable of delivering high-quality, impactful interventions that align with broader public safety and community well-being goals.

A single contract will result from this procurement. DCJS reserves the right to award none, all, or part of this bid. There is no implied guarantee of a minimum amount of services to be utilized under a contractual agreement.

This agreement will cover a five (5) year period commencing upon approval from the Office of the State Comptroller (OSC).

Any contract resulting from this RFP must be approved by the Office of the Attorney General (AG) and the Office of the State Comptroller (OSC).

It should be noted that NYS and DCJS may have other contracts for similar services. DCJS reserves the right to use whichever contract best serves the purposes for any given situation without notification to any of the Vendors. Vendors who have been awarded other contracts with State agencies may also bid on this Request for Proposal (RFP).

1.2 Goals of the Division of Criminal Justice Services

The Division's mission is to enhance public safety by providing resources and services that inform decision making and improve the quality of the criminal justice system.

The SNUG Street Outreach Team is seeking Motivational Interviewing (MI) training to enhance staff skills in engaging individuals at high risk of involvement in gun violence. Motivational Interviewing is a collaborative, person-centered counseling method that strengthens an individual's own motivation and commitment to change. For SNUG staff, mastering MI techniques will improve their ability to build trust, support behavior change, and interrupt cycles of violence within the communities they serve.

This project directly supports the Division of Criminal Justice Services' (DCJS) mission to enhance public safety by equipping SNUG Outreach workers with evidence-based tools that inform their day-to-day decision-making and interactions. By adopting MI practices, SNUG staff will use proven, structured communication strategies that promote safer community outcomes, contributing to more effective violence prevention and intervention efforts.

Furthermore, providing Motivational Interviewing training improves the overall quality of the criminal justice system by reinforcing non-punitive, proactive engagement strategies. Instead of relying solely on enforcement, SNUG staff are empowered to facilitate positive change at the

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community level, aligning with DCJS's goal of improving criminal justice practices through innovative, research-supported programming.

Through this initiative, the SNUG program will better serve its mission of reducing gun violence and saving lives, while advancing the Division's broader goals of fostering public safety, informed decision-making, and systemic improvement.

New York State's Gun Violence Prevention Initiative: The SNUG Street Outreach Program

Please watch this [5 minute video](#) illustrating the SNUG program.

The SNUG Street Outreach Program uses a public health approach to address gun violence by identifying the source, interrupting the transmission, and treating individuals, families and communities affected by the violence. The Division of Criminal Justice Services funds and supports SNUG programs in 14 communities: Albany, the Bronx, Buffalo, Hempstead, Mt. Vernon, Newburgh, Niagara Falls, Poughkeepsie, Rochester, Syracuse, Troy, Utica, Wyandanch, and Yonkers.

SNUG programs employ outreach workers, social workers, case managers, and hospital responders who work in neighborhoods experiencing elevated levels of gun violence in those communities. The program also embeds social workers at trauma centers in Albany and Rochester who work with individuals and families in the aftermath of a violent incident to offer support, services, and connect them to the SNUG program in their communities for additional assistance.

SNUG street outreach workers are credible messengers because they live in the communities in which they work, and some have been involved with the criminal justice system or lost loved ones to violence. They work with teens and young adults to detect and defuse disputes before they escalate; respond to shootings to prevent retaliation through mediation; assist family members of those who have been injured or killed; and mentor youth involved with the program to set goals and connect them with educational and job opportunities as well as other services.

Social workers and case managers at SNUG sites provide those affected by gun violence or other crimes in the communities with trauma-informed counseling, support groups, advocacy and assistance with filing victim compensation applications, and referrals for other services as needed; and offer support and guidance to SNUG team members.

SNUG programs also engage the community, religious organizations and clergy, and local businesses by sponsoring anti-violence marches, job fairs, block parties, sporting events, and other community gatherings. Comprehensive training, site visits, and support from the Division of Criminal Justice Services set SNUG apart from other community-based violence interruption programs across the state and country. This ongoing training and support help ensure that the program operates consistently across all SNUG sites despite being operated by different community-based organizations and hospitals.

2.0 DEADLINE FOR SUBMISSION OF INITIAL AND SUBSEQUENT QUESTIONS

There will be no pre-bid conference held for this procurement. All questions relating to the content of this RFP shall be directed, by email utilizing **Attachment G (Questions Template)** to the **DCJS Sole Designated Contact for Inquiries and Submissions** at the email address identified on the cover page of this RFP. Only those questions received prior to the deadline date found in the timeline shown above will be accepted. Each question shall cite the RFP

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section and paragraph number to which it refers. Bidders are advised that submissions to DCJS including, but not limited to, written questions become part of the procurement record.

2.1 DCJS Official Responses to Questions

Bidders' questions and DCJS' responses, as well as updates and/or modifications, will be posted to the NYS Contract Reporter Ad for this procurement as well as the DCJS website at:

<https://www.criminaljustice.ny.gov/pio/vendor/business.html>

Vendors are responsible for checking the website on a regular basis for the responses and to ascertain whether any new information or notices have been posted. Vendors should contact the DCJS Sole Designated Contact if they experience problems accessing the website.

3.0 SCOPE OF SERVICES

3.1 SNUG Motivational Interviewing

DCJS is soliciting proposals from qualified Bidders for a five-year contract to provide Motivational Interviewing training to SNUG Social Workers and SNUG Street Outreach Staff. The proposal must include planning, training, Technical Assistance, a Train-the-Trainer component, and follow-up training to ensure that a select group of clinicians understand and can implement the Training Model.

3.2 Deliverables

Training 1: Motivational Interviewing Student Course

The Contractor will develop and administer a Motivational Interviewing student course to be delivered to SNUG Staff. The development of this training will be tailored to the SNUG model, (Deliverable 1) and this training will be delivered nine times throughout the term of this contract (Deliverable 2). Each training will include Technical Assistance follow up meetings to ensure participants thoroughly implement the concepts of the course in their daily duties (Deliverable 3).

Deliverable 1: Student Course - Curriculum and Course Development

The Contractor shall develop a two consecutive 8-hour day (14 total instructional hours) culturally competent Motivational Interviewing curriculum tailored specifically to the SNUG Street Outreach Program and the high-risk populations it serves.

The Contractor will gain a full understanding of all components of the SNUG Model through the following methods, which include, but are not limited to, the following:

- Introductory phone calls with DCJS SNUG staff;
- Review of existing SNUG training materials;
- Review of relevant research articles provided by DCJS SNUG staff;
- Conducting of a needs assessment with stakeholders at DCJS, including:
 - Trauma exposure and impact on DCJS SNUG staff;
 - Unique training needs of DCJS SNUG staff in addressing trauma and behavior change;
 - Organizational supports and barriers to implementation; and
 - Understanding of the population which the SNUG Model serves.

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The curriculum shall focus on the key components of Motivational Interviewing while ensuring alignment with SNUG's trauma-informed approach to violence prevention. The curriculum will focus on helping SNUG Staff use Motivational Interviewing techniques to address high-risk behaviors associated with gun violence and to foster behavior change among community members. It will integrate behavioral science, trauma theory, and real-world applications relevant to the SNUG Model.

Once the Contractor has gained a full understanding of the SNUG Model, the Contractor will develop the training curriculum. The Contractor shall incorporate appropriate learning objectives and determine pedagogical curriculum design methods that use adult learning principles for maximizing long term retention of the learning objectives.

Curriculum topics shall include, but not be limited to, the following:

- Introduction to Motivational Interviewing: Philosophy and spirit;
- Core Motivational Interviewing skills (OARS – Open Questions, Affirmations, Reflective Listening, Summaries);
- Recognizing and responding to Change Talk;
- Addressing client ambivalence and resistance;
- Cultural responsiveness in applying Motivational Interviewing with high-risk populations; and
- Integrating Motivational Interviewing into trauma-informed practices.

Upon DCJS approval of the training curriculum, the Contractor shall develop all training materials required to administer this training to DCJS SNUG Staff. Training materials for the training shall include, but not be limited to, the following:

- A detailed instructor lesson plan for each topic of instruction;
- An Instructor Manual with detailed notes on how to deliver each section of the course;
- A student guide that contains all the program content that each student must learn. The student guide will be a detailed manual on each aspect of the training that students will be able to reference as they implement each component of the training at their sites; and
- Supplemental training resources (e.g. slide decks, instructional videos, role-play scenarios, and/or learning materials/aids).

Payment for Deliverable 1 will be made upon acceptance of the training curriculum and all training materials associated with Deliverable 1.

Timeline: Contractor will develop this training after DCJS approval of the curriculum. This training must be fully developed by the Contractor and approved by DCJS within three (3) months of contract execution.

Deliverable 2: Delivery of In-Person Trainings for Motivational Interviewing

The Contractor shall deliver two consecutive 8-hour day (14 total instructional hours), in-person Motivational Interviewing training sessions in the Albany, NY area. The trainings will be conducted every six months for a total of 9 trainings over the five-year contract period. These sessions will train DCJS SNUG Staff, including outreach teams and social workers/case managers. Training sessions will reinforce culturally responsive communication skills to de-escalate conflict, promote behavior change, and support trauma-informed engagement with community members.

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Each training will:

- Be interactive, emphasizing skill-building through demonstrations, role-playing, and guided practice;
- Include all printed materials, including the student guides and other student instructional aides developed in Deliverable 1;
- Accommodate up to 100 participants per session; and
- Occur in the Albany, NY area at a suitable location provided by DCJS SNUG staff.

DCJS SNUG staff are committed to creating a culturally competent Motivational Interviewing curriculum tailored specifically to the SNUG Street Outreach Program and the high-risk populations it serves. Course evaluations and feedback from the Contractor to DCJS SNUG staff is important and a crucial step in curriculum development.

The Contractor shall provide DCJS with:

- Attendance records for each session; and
- A written summary report after each in-person training including, but not limited to:
 - Participant feedback and satisfaction data;
 - Contractor recommendations for continuous curriculum improvement; and
 - Identified training needs or gaps in student knowledge.

Timeline: The first in-person training will occur within three (3) months of approval of Deliverable 1 and continue biannually for five (5) years for a total of nine (9) trainings, to be conducted at the direction of DCJS. Acceptance of each training in Deliverable 2 will occur after completion of the virtual meeting following that respective in-person training.

Deliverable 3: Post Training Technical Assistance and Skill Reinforcement

DCJS SNUG Staff will coordinate Technical Assistance meetings using Zoom (or similar platform) after each training detailed in Deliverable 2 to reinforce material and support integration into daily practice. After each training, the Contractor will host up to six (6) Technical Assistance and skill reinforcement meetings, at the discretion of DCJS. These meetings will occur throughout the three-month period after each training has been delivered (approximately 2 weeks between each of these meetings) to provide Technical Assistance to course attendees.

Each meeting will:

- Allow participants to share experiences using Motivational Interviewing skills in real-world situations;
- Offer feedback, coaching, and clarification of Motivational Interviewing techniques;
- Provide continued learning in a supportive, peer-informed environment; and
- Focus on overcoming barriers to Motivational Interviewing implementation in outreach settings.

The Contractor will provide brief written summaries after each meeting detailing discussion points and guidance provided to SNUG Outreach Teams and social workers/case managers.

For each training, acceptance of the Post Training Technical Assistance and Skill Reinforcement meetings will occur upon receipt of the written summary following each Technical Assistance and skill reinforcement meeting associated with that training.

Training 2: Motivational Interviewing Champion Program – Train-the-Trainer

The Contractor will develop and administer a Motivational Interviewing Champion Program. The intent of this program is to train “Champions” who will serve as trainers and a Motivational Interviewing resource to other SNUG staff upon completion of their training. This program will focus on the key components of advanced Motivational Interviewing concepts along with coaching and Feedback Models.

Deliverable 4: Motivational Interviewing Champion Program Curriculum Development

The Contractor will develop an advanced virtual training curriculum for a Train-the-Trainer program to be delivered to select SNUG Staff who will be identified as “Champions.” These Champions will be responsible for the training and guidance to SNUG Staff at their respective SNUG sites. It is expected that the training developed by the Contractor will be delivered by the Contractor to 16 selected SNUG participants to become Champions. This training will take place annually for a period of five years.

Once the Contractor has gained a full understanding of the SNUG Model, the Contractor will develop the advanced training curriculum to be delivered to future SNUG Champions. The Contractor will develop this curriculum upon approval of Deliverable 1.

The course curriculum will be tailored to the SNUG Street Outreach Program and the high-risk populations it serves while incorporating advanced Motivational Interviewing techniques. The Contractor shall incorporate appropriate learning objectives and determine pedagogical curriculum design methods that use adult learning principles for maximizing long term retention of the learning objectives.

The Champion Program curriculum shall include, but shall not be limited to, the following:

- Sessions focusing on the development of deep Motivational Interviewing competency, peer coaching skills, and leadership skills necessary to allow Champions to be the Motivational Interviewing resource to SNUG staff at their respective SNUG sites;
- Advanced Motivational Interviewing techniques;
- The incorporation of coaching and Feedback Models;
- Cultural responsiveness and trauma-informed communication; and
- Tailoring to the SNUG Model and its outreach context.

Upon DCJS approval of the training curriculum for the Motivational Interviewing Champion Program, the Contractor shall develop all training materials required to administer this training to SNUG Champions. Training materials for the training shall include, but not be limited to, the following:

- A detailed instructor lesson plan for each topic of instruction;
- An Instructor Manual with detailed notes on how to deliver each section of the course;
- A student guide that contains all the program content that must be learned by each student. The student guide will be a detailed manual on each aspect of the training that trainees will be able to reference as they implement each component of the training at their sites; and
- Supplemental training resources (e.g. slide decks; instructional videos, role-play scenarios, or learning materials/aids).

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Timeline: The Contractor shall commence work on Deliverable 4 upon acceptance of the SNUG curriculum outlined in Deliverable 1.

Payment for Deliverable 4 will be made upon acceptance of the training curriculum and all training materials associated with Deliverable 4.

Deliverable 5: Virtual Motivational Interviewing Champion Program

The Contractor will administer the Motivational Interviewing Champion Program created in Deliverable 4 to be delivered to select SNUG Staff who will be identified as “Champions.” These Champions will be responsible for the training and guidance to SNUG Staff at their respective SNUG sites. It is expected that the training developed by the Contractor will be delivered to 16 selected SNUG participants to become Champions via four (4) trainings to four (4) individuals per training. Beginning in the second year of the contract, these trainings will take place annually for a period of four years. These four trainings must not be combined and must be delivered separately to each training group, however these trainings may be delivered concurrently to one another (e.g. one training group’s class schedule is not contingent upon any other training group’s schedule. The Contractor may deliver one session to one training group, and a separate session to another training group on the same day).

Each of these four trainings will:

- Have DCJS select the participants for the program;
- Consist of eight (8) virtual 1-hour sessions led by the Contractor to be completed over a three (3) month period, as directed by DCJS;
- Be interactive, emphasizing skill-building through demonstrations, role-playing, and guided practice;
- Include all printed materials including the student guides, PowerPoint slides, Student worksheets and other reference materials developed in Deliverable 4.

The Contractor shall provide DCJS SNUG staff with:

- Attendance records for each session;
- A written summary report after each Motivational Interviewing Champion Program training including, but not limited to:
 - Participant feedback and satisfaction data;
 - Recommendations for continuous curriculum improvement; and
 - Identified training needs or gaps in student knowledge.

Upon completion of the Motivational Interviewing Champion Program, each participant will be equipped to provide informal support, peer feedback, and reinforce Motivational Interviewing practices at their sites. This will promote long-term sustainability and internal expertise across the SNUG network.

Timeline: Contractor shall provide these four trainings annually beginning Year 2 of the Contract, as directed by DCJS. The trainings for Deliverable 5 will continue to occur on an annual basis, as directed by DCJS. Acceptance of each training in Deliverable 5 will occur upon receipt of the written summary report provided by the Contractor after the final virtual session.

4.0 BIDDER ELIGIBILITY

4.1 Bidder Attestation - Attachment A (Firm Information Form and Attestation)

The Bidder must provide information for their organization and attest to the following items to ensure that the Bidder is responsive and responsible, as well as authorized to be doing business in New York State.

- a) The Bidder can respond rapidly and effectively to the requests by DCJS for the purposes of clarification of information.
- b) The Bidder shall represent and warrant that it is authorized to do business in the State of New York.
- c) The Bidder shall represent and warrant that, as of the date of submission of its Proposal, the Bidder has completed, obtained, or performed all registrations, filings, approvals, authorizations, consents, and examinations required by any governmental authority for the provision of the Services and that Bidder will, in order to perform said Services during the term of the Contract, if any, comply with any requirements imposed upon it by law during said Contract term. For details concerning this requirement, refer to: <https://dos.ny.gov/existing-corporations-and-businesses> [Procurement Resources | Office of General Services \(ny.gov\)](#). To register with the Secretary of State, contact: [State Register | Department of State \(ny.gov\)](#).
- d) If applicable, Bidder/Contractor shall notify DCJS in advance in the event that there is any proposed future change in the above corporate status.

Response Requirement

Bidder must complete **Attachment A (Firm Information Form and Attestation)**.

4.2 Mandatory Requirement: Bidder Experience - (Attachment B: Qualifying Attestation and Client Reference Form) (Pass/Fail)

The Bidder must demonstrate that it is in the business of providing Motivational Interviewing related services, including training curricula development and related training services. To be considered a qualified Bidder for this RFP, the Bidder must attest that within the last five (5) years from the date of issuance of the RFP, the Bidder has provided to at least two clients both of the following:

- Motivational Interviewing related curricula development; and
- Motivational Interviewing related training services.

For the purpose of this bid, a client means a public or private entity. Vendors not meeting the experience requirements in providing Motivational Interviewing related curriculum development and training services will not be considered for award and will immediately be removed from further consideration.

The Bidder is solely responsible for providing client references that are readily available to be contacted by DCJS to verify the Bidder's qualifying experience. DCJS will contact the client references provided from the dcjsprocurement@dcjs.ny.gov email address.

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Bidders must provide references for two (2) primary client references, and may include one (1) alternate client reference, to demonstrate the qualifying experience requested in this **Section 4.2**. If DCJS is unable to contact a client reference, the Bidder will be provided one opportunity, with a deadline, to assist in obtaining cooperation from those client references who have not responded. The alternate client reference will be used only if one of the two primary client references fail to respond and/or verify the minimum experience required.

The client references provided which deem the Bidder to be qualified will also be evaluated and scored in **Section 5.2**. If DCJS is unable to verify the minimum experience required, the Bidder's proposal may be deemed non-responsive and removed from further consideration.

Response Requirement

Bidder must complete and submit **Attachment B: (Qualifying Attestation and Client Reference Form)**, providing information for two (2) client references and an alternate client reference to verify the Bidder's qualifying experience as described above.

5.0 TECHNICAL PROPOSAL

The purpose of the Technical Proposal is to demonstrate the qualifications, competence and capacity of the Bidder to perform the services contained in this RFP. The Bidder should provide all information requested and must be as specific as possible to ensure DCJS can score the Bidder's response appropriately.

The Technical Proposal will consist of two parts: (1) **Technical Proposal Response Form (Attachment C)** and (2) **Qualifying Attestation and Client Reference Form (Attachment B)**

5.1 Technical Proposal Questions

The Bidder shall answer the following questions on the **Technical Proposal Response Form (Attachment C)**. Incomplete or vague responses will negatively impact the technical score.

1. Vendor will provide a detailed plan, timeline, and description of curriculum development and training materials described in Deliverable 1. This will include tasks for the development and design of the new curriculum.
2. Vendor will provide a detailed description of adult learning methodologies that would be considered for integration into the curriculum design for Deliverable 1.
3. Vendor will provide examples of previously developed course materials that demonstrate the utilization of adult learning methodologies and evidence-based curriculum design. This may include examples from previously developed Instructor Manuals, student guides, and other supplemental learning aides (e.g., PowerPoints, videos, reading assignments, etc.), that are similar to and/or could be used for the curriculum and training materials described in Deliverable 1.
4. Vendor will detail their experience in developing training courses and materials specific to providing Motivational Interviewing training to outreach staff in a program similar to SNUG.
5. Vendor will provide a detailed plan, timeline, and description of Deliverable 2 tasks for the 2-day Motivational Interviewing training.

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6. Vendor will provide a description of program support and guidance to be provided during the Technical Assistance described in Deliverable 3 ensuring the successful transfer of knowledge to students after they attend the 2-day training.
7. Vendor will provide a detailed plan, timeline, and description of the SNUG Champion curriculum development, instructor training materials and Technical Assistance to be provided that will ensure the successful transfer of knowledge to the SNUG Motivational Interviewing Champions who will be Motivational Interviewing coaches at their respective sites after going through the training.

Response Requirement

The Bidder must complete **Technical Proposal Response Form (Attachment C)** for all questions outlined above in **Section 5.1**.

5.2 Client References (Attachment B Qualifying Attestation and Client Reference Form)

As stated in **Section 4.2**, the Bidder must complete and submit **Attachment B: (Qualifying Attestation and Client Reference Form)**, providing information for client references to verify the Bidder's qualifying experience.

The client references provided on Attachment B will be sent a questionnaire to confirm their qualifying experience. In addition, this questionnaire will contain questions to evaluate the Bidder's proficiency and experience of services being performed by the Bidder on behalf of the client reference, which will be evaluated and scored as a part of the Bidder's Technical Evaluation.

NOTE: The same client references which deem the Bidder to be qualified in **Section 4.2** will be evaluated and scored in response to this **Section 5.2**.

The questions on this questionnaire cover a range of Vendor performance measures. DCJS will evaluate and award points based on the responses of the client references. The Bidder may receive a reduced Technical Score if DCJS receives an incomplete reference or be removed from further consideration if DCJS is unable to verify the qualifying experience prescribed in **Section 4.2**.

Response Requirement

The Bidder must complete **Client Reference Response Form (Attachment B)** addressing all information required.

6.0 FINANCIAL PROPOSAL

Bidders must submit a completed **Attachment E (Financial Response Form)**. Attachment E should include expenses to provide proposed deliverables inclusive of all Bidder costs to complete each task. Expenses related to deliverables including administrative costs, travel, etc., must be included in the overall costs listed.

A Bidder's failure to provide a complete pricing response will result in the Bidder's proposal being deemed non-responsive. The Bidder must provide all pricing information requested on the **Attachment E (Financial Response Form)** and must not modify or change the Attachment. Any

pricing information or add-on costs that do not conform to the presentation allowed on the **Attachment E (Financial Response Form)** cannot be evaluated, will be disregarded as extraneous, and cannot be charged to the Division after award of a Contract.

Response Requirement

Complete **Attachment E (Financial Response Form)**.

7.0 ADMINISTRATIVE REQUIREMENTS

Bidders must provide the following administrative information in response to this RFP. Please note, appendices not required for submission by this RFP are intentionally not included.

7.1 Formal Offer Letter

Each Bidder must submit a formal offer in the form of a Formal Offer Letter as set forth in **Attachment F (Formal Offer Letter)**. The Formal Offer Letter must be signed and executed by an individual with the capacity and legal authority to bind the Bidder in its offer to the State. The Bidder must accept all the terms and conditions set forth in this RFP, including all amendments, appendices, and attachments, and must agree to enter a contractual agreement established by DCJS.

The Formal Offer Letter must include a statement affirming that the Bid Proposal is firm and binding for a period of at least one (1) year from the Bid Proposal due date, or until such time as a contract resulting from this RFP is approved by the NYS Comptroller. A Bidder's Proposal may be withdrawn from consideration by the Bidder on written notice to DCJS if a contract has not been approved by the NYS Comptroller after one (1) year following the submission of the Bid Proposal to DCJS.

Each Bidder's Formal Offer Letter must include a conflict of interest disclosure, in the form set forth in **Attachment F (Formal Offer Letter)**, stating that the Bidder knows of no factors existing at time of bid submission or which are anticipated to arise thereafter, which would constitute a potential conflict of interest in successfully meeting the contractual obligations set forth herein, including but not limited to:

- a. No potential for conflict of interest on the part of the Bidder or any Subcontractor due to prior, current, or proposed contracts, engagements, or affiliations; and
- b. No potential conflicts in the sequence or timing of the proposed award under this RFP relative to the timeframe for service delivery, or personnel or financial resource commitments of Bidder or proposed Subcontractors to other projects.

The **Attachment F (Formal Offer Letter)** submitted must also include:

- the complete name and address of the Bidder;
- the name, address, phone number and e-mail address of the Bidder's Contract Administrator; and
- any restrictions under which the Bidder's primary negotiators will operate during contract negotiations.

Response Requirement

Complete **Attachment F (Formal Offer Letter)**.

7.2 Non-Collusive Bidding Practices Certification

A bid shall not be considered for award, nor shall any award be made where the conditions of the Non-Collusive Bidding Certification have not been complied with; provided, however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the bid a signed statement that sets forth in detail the reasons, therefore. Where the above conditions have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the State, public department or agency to which the bid is made, or his designee, determine that such disclosure was not made for the purpose of restricting competition (Section 139-d of the State Finance Law).

Response Requirement

The Bidder is responsible for reading, signing, and submitting **Appendix D (Non-Collusive Bidding Certification)**.

7.3 Procurement Lobbying Laws

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

Offerer Disclosure of Prior Non-Responsibility Determinations

New York State Finance Law §139-k(2) obligates a Governmental Entity to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law §163(9). In accordance with State Finance Law §139-k, an Offerer must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j or (b) the intentional provision of false or incomplete information to a Governmental Entity. The terms “Offerer” and “Governmental Entity” are defined in State Finance Law § 139-k(1). State Finance Law §139-j sets forth detailed requirements about the restrictions on Contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible Contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such contact does not fall within one of the exemptions).

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As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether an Offerer fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Offerer that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offerer is necessary to protect public property or public health safety, and that the Offerer is the only source capable of supplying the required Article of Procurement within the necessary timeframe. See State Finance Law §§139-j (10)(b) and 139-k(3).

A Governmental Entity must include a disclosure request regarding prior non-responsibility determinations in accordance with State Finance Law §139-k in its solicitation of proposals or bid documents or specifications or contract documents, as applicable, for procurement contracts. The attached form is to be completed and submitted by the individual or entity seeking to enter into a Procurement Contract. It shall be submitted to the Governmental Entity conducting the Governmental Procurement.

Offerer's Certification of Compliance with State Finance Law 139-k(5)

New York State Finance Law 139-k(5) requires that every Procurement Contract award subject to the provisions of State Finance Law 139-k or 139-j shall contain a certification by the Offerer that all information provided to the procuring Government Entity with respect to State Finance Law §139-k is complete, true and accurate.

In addition to any other remedy at law or equity, the Division of Criminal Justice Services reserves the right to terminate this contract in the event it is found that the certification filed by the Offerer in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Governmental Entity may exercise its termination right by providing written notification to the Offerer in accordance with the written notification terms of this contract.

Response Requirement

The Bidder is responsible for the review of **Appendix E (Procurement Lobbying Guidelines) and the completion of Appendix F (Attachment 1, 2 and Form 4).**

7.4 Encouraging Use of New York State Businesses in Contract Performance

New York State businesses have 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, applicants for this solicitation are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the Contract resulting from this RFP. Such partnering with New York State businesses may be as Subcontractors, suppliers, protégés or other supporting roles.

To assist in demonstrating commitment to the use of New York State businesses in the performance of the Contract, all applicants must complete the form provided in RFP identified as **Appendix C (Encouraging Use of New York State Businesses in Contract Performance)** and submit the completed form as an attachment to their proposal. There are no points attributable to this component of the application.

Response Requirement

The Bidder is responsible for the completion and submission of **Appendix C (Encouraging Use Of New York State Businesses in Contract Performance)**.

7.5 New York State Worker's Compensation Law

Workers' Compensation Requirements:

Sections §57 and §220(8) of the Workers' Compensation Law require the heads of all municipal and State entities to ensure that businesses applying for permits, licenses or contracts have appropriate workers' compensation and disability benefits insurance coverage. Contractor hereby acknowledges and agrees to be bound by the terms of the New York Workers' Compensation Law.

To comply with the coverage provisions of the Workers' Compensation Law, businesses must either:

- a) be legally exempt from obtaining workers' compensation insurance coverage; **OR**
- b) obtain such coverage from insurance carriers; **OR**
- c) be a Board-approved self-insured employer or participate in an authorized group self-insurance plan.

Contractor MUST provide one of the following forms to the DCJS prior to execution of the Contract. DCJS cannot submit the Contract to the Office of the State Comptroller for review and approval without one of the following, **EITHER**

- a) Form CE-200, Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage;

Note: Form CE-200 can be filled out electronically on the Workers' Compensation Board's website under the heading "Forms." Applicants filing electronically are able to print a finished Form CE-200 immediately upon completion of the electronic application. Applicants without access to a computer may obtain a paper application for the CE-200 by writing or visiting the Customer Service Center at any District Office of the Workers' Compensation Board. **OR**

- b) Form C-105.2 – Certificate of Workers' Compensation Insurance (the business's insurance carrier will send this form to the government entity upon request) **PLEASE NOTE:** The State Insurance Fund provides its own version of this form, the U-26.3; **OR**

- c) Form SI-12 – Certificate of Workers' Compensation Self-Insurance (the business calls the Board's Self-Insurance Office at 518-402-0247), **OR** GSI-105.2 – Certificate of Participation in Worker's Compensation Group Self-Insurance (the business's Group Self-Insurance Administrator will send this form to the government entity upon request).

For more information, please see <http://www.wcb.ny.gov/>

Disability Benefits Requirements: To comply with the coverage provisions of the Disability Benefits Law, businesses must:

- a) be legally exempt from obtaining disability benefits insurance coverage; **OR**

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- b) obtain such coverage from insurance carriers; **OR**
- c) be self-insured.

CONTRACTOR MUST PROVIDE ONE of the following forms to the DCJS prior to execution of the Contract. DCJS cannot submit the Contract to the Office of the State Comptroller for review and approval without one of the following, **EITHER**

To verify your compliance with the above, the State must receive one of the following properly executed Workers' Compensation Board forms from the Contractor, the Contractor's insurance carrier or the Workers' Compensation Board, depending on which form is appropriate:

- a) CE-200 Business Does Not Require Workers' Compensation and/or Disability Benefits Coverage, **OR**
- b) DB-120.1 Certificate of Disability Benefits Insurance Coverage or the DB-820/829 Certificate/Cancellation of Insurance, **OR**
- c) DB-155 Certificate of Disability Benefits Self-Insurance.

DCJS will coordinate with the winning Offerer(s) to obtain the above-mentioned documentation.

Response Requirement

Selected Bidder will have to submit the appropriate Workers Compensation and Disability Insurance forms as proof of compliance during contract development.

7.6 Offerer Proposed Extraneous Terms

New York State Law prohibits the State from awarding a contract based upon material deviations from the specifications, terms, and conditions set forth in this RFP. Therefore, extraneous terms and conditions are proposed solely at the Bidder's risk as they may be deemed material deviations by the State and may render the Proposal non-responsive, resulting in its rejection.

Response Requirement

Proposed additional, supplemental, "or equal," or alternative terms (Extraneous Term(s)) shall be included in Volume 2 of Bidder's proposal and may only be considered by the State to the extent that such Extraneous Term(s) constitute non-material deviations from the requirements set forth in the RFP. If the Bidder proposes to include Extraneous Terms in its official Proposal, the Bidder shall meet all of the following requirements:

- a) Each proposed Extraneous Term shall be specifically enumerated in a separate section of the applicable submission (Administrative, Financial, or Technical) labeled "Additional/Extraneous Terms".
- b) The "Extraneous Terms" section shall be prepared by the Bidder and may not include any pre-printed literature or Vendor forms;

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- c) The writing shall identify by part, section, and title the particular RFP requirement (if any) affected by the Extraneous Term; and
- d) The Bidder shall specify the proposed Extraneous Term and the reasons therefore.
- e) Only those terms meeting the above requirements (a) through (e) shall be considered as having been submitted as part of the formal offer.

Extraneous Term(s) submitted on standard, pre-printed forms (including, but not limited to: product literature, order forms, manufacturer's license agreements, standard contracts, or other preprinted documents) that are physically attached or summarily referenced in the Proposal, or that, in the State's sole judgment, have not been submitted in compliance with the above requirements (a) through (e), will not be considered as having been submitted with or intended to be incorporated as part of the official offer contained in the Proposal, but rather will be deemed by the State to have been included by Bidder for informational or promotional purposes only.

Absent the State's express written acceptance and incorporation of an Extraneous Term, Acceptance and/or processing of the Proposal shall not constitute the State's acceptance of Extraneous Term(s) or be deemed a waiver of the State's rights set forth in this section.

7.7 Request for Exemption from Disclosure

NOTICE TO BIDDER'S LEGAL COUNSEL:

Proposals submitted to DCJS in response to this RFP are subject to the Freedom of Information Law (Public Officers Law, Article 6; hereinafter FOIL). Pursuant to §87(2)(d) of FOIL, records or portions thereof that "are trade secrets or are submitted to an agency by a commercial enterprise or derived from information from a commercial enterprise and which if disclosed would cause substantial injury to the competitive position of the subject enterprise" may be exempt from disclosure.

Response Requirement

A Bidder shall notify DCJS upon submission of its Proposal if it intends to seek an exemption from disclosure under FOIL of either or both types of material. Where such claimed material is embedded in the Proposal, the Bidder is required to submit two (2) additional copies of their proposal with claimed material clearly labeled and a footnote on every page indicating "REDACTED VERSION." Claimed material must not be indicated on any other copies of the Bidder's proposal.

7.8 EO 177 Certification, NYS Human Rights Law, Article 15 of Executive Law

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 Bidder must certify 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,

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gender identity, disability, marital status, military status, or other protected status under the Human Rights Law.

Response Requirement

The Bidder is responsible for the completion and submission of **Appendix M (EO 177 Certification, NYS Human Rights Law, Article 15 of Executive Law)**.

7.9 Sexual Harassment Prevention Certification

Pursuant to State Finance Law §139-l Bidder must certify that 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 set forth in Labor Law §201-g.

Bidders that do not certify will not be considered for award; provided however, that if the Bidder cannot make the certification, the Bidder provides a signed statement with their bid detailing the reasons why the certification cannot be made.

Response Requirement

The Bidder is responsible for the completion and submission of **Appendix P (Sexual Harassment Prevention Certification)**.

7.10 EO No. 16 Certification

In accordance with Executive Order No. 16, “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.”

Response Requirement

The Bidder is responsible for completion and submission of **Appendix Q (EO 16 Certification Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia)**.

7.11 Workplace and Gender Based Violence Prevention Certification

Pursuant to State Finance Law §139-m, 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.

Bidders that do not certify will not be considered for award; provided however, that if the Bidder cannot make the certification, the Bidder provides a signed statement with their bid detailing the reasons why the certification cannot be made.

Response Requirement

The Bidder is responsible for the completion and submission of **Appendix R (Workplace and Gender Based Violence Prevention Certification)**

8.0 OTHER TERMS AND CONDITIONS

This section outlines the administrative conditions concerning the Request for Proposal, the Bidder's response and conditions related to any awarded contract.

8.1 Administrative Proposal Conditions

With the submission of a response to this Request for Proposal, the Bidder agrees to the proposal conditions outlined in this section.

8.2 Termination of the Agreement

The following highlights certain grounds for termination of any contract resulting from this RFP.

8.2.1 For Convenience or Lack of Funding

The State hereby reserves the right to terminate any Contract resulting from this RFP for convenience, or in the event that necessary and lawful appropriations are not provided or continued for the funding of any Contract resulting from this RFP by the Legislature subject to and in accordance with the following provisions:

- a) The State shall have the right to unilaterally terminate any Contract resulting from this RFP, in whole or in part, for convenience provided that prior notice of such termination is given. Such option may be exercised upon thirty (30) calendar days advance written notice to the Vendor as indicated in this RFP.
- b) In the event the State determines that necessary and lawful appropriations are not provided or continued for the funding of any Contract resulting from this RFP, the State shall deem the Contract terminated upon thirty (30) calendar days advance written notice.

8.2.2 For Cause

- a) Notice

DCJS reserves the right to cancel any contract resulting from this RFP within 30 days. If either Party fails to comply with any provision of the Contract the other Party shall so notify the Party in default as provided below. The notification shall specify in reasonable detail the nature of the default.

- b) Additional State Rights & Remedies

In the event of Contractor's default, in addition to pursuing any other legal or equitable remedies, the State shall have the right to take one or more of the following actions:

1. Terminate the Contract in whole or in part;
2. Suspend, in whole or in part, payments due Vendor under any New York State Contract;
3. Pursue equitable remedies to compel Contractor to perform.

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The Contractor shall be liable for any and all excess costs for remedies pursued by the State, and for administrative costs incurred by the State in procuring alternate services.

c) Non-Responsibility

The Contractor shall at all times during the contractual term remain responsible. The Contractor agrees, if requested by the Executive Deputy Commissioner or Commissioner of the New York State Division of Criminal Justice Services or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

8.2.3 Termination or Default Notices

Written Notices required herein by either Party shall be delivered to the other Party in writing, by certified mail, return receipt requested. The date of notice shall be deemed the date of delivery set forth on the return receipt ("date of return receipt notice"). Such notice shall be addressed as follows:

State of New York:

Executive Deputy Commissioner
NYS Division of Criminal Justice Services
Alfred E. Smith Office Building, 8th Floor
80 South Swan Street
Albany, NY 12210-8001

With a copy to:

Deputy Commissioner, Center for Safer Communities
NYS Division of Criminal Justice Services
Alfred E. Smith Office Building, 8th Floor
80 South Swan Street
Albany, NY 12210-8001

AND

Deputy Commissioner and Counsel
NYS Division of Criminal Justice Services
Alfred E. Smith Office Building, 8th Floor
80 South Swan Street
Albany, NY 12210-8001

8.2.4 Termination Date

Contract termination dates shall be determined as follows:

In the event a notice of termination is issued for convenience or in the event that necessary and lawful appropriations are not provided or continued for the funding of any Contract resulting from this RFP, or for cause, the Contract termination date shall be deemed thirty (30) calendar days from the date of delivery set forth on the return receipt notice.

9.0 STANDARD LEGAL LANGUAGE

9.1 Issuing Agency

This RFP is issued by the New York State Division of Criminal Justice Services.

9.2 Solicitation

This RFP is a solicitation to bid, not an offer of a contract.

9.3 Liability

The State of New York and DCJS are not liable for any cost incurred by an Offerer in preparation for, or prior to, the approval of an executed contract by the Attorney General and the Office of the State Comptroller. No cost will be incurred by DCJS for the Offerer's or prospective Offerer's participation in any pre-contract award activity. Submission of response to this RFP shall not be construed as a commitment by the State to proceed with this project.

9.4 Proposal Ownership

All proposals and accompanying documentation become the property of the State of New York and will not be returned. DCJS reserves the right to use any portions of the Bidder's proposal not specifically noted as proprietary.

9.5 Proposal Security

Each Bidder's proposal will be held in strict confidence by DCJS staff and will not be disclosed except to the Office of the Attorney General and the Office of the State Comptroller as may be necessary to obtain the approvals of those agencies for the final contract and except as otherwise required by law.

Public inspection of the bids is regulated by the Freedom of Information Law. Following the final approval of a contract by the Comptroller, bids are presumptively available for public inspection. Bidders who have included sensitive material within their proposals should note the provisions of **Section 7.7 Request for Exemption from Disclosure** herein above – Request for Exemption from Disclosure. Note that requests for exemption of the entire contents of a bid/proposal from disclosure have generally not been found to be meritorious and are discouraged. Requests should be limited to exemption from disclosure of bona fide trade secrets or specific information, the disclosure of which would cause a substantial injury to the competitive position of your firm. The Bidder should point out those sections of the proposal that are trade secrets and explain the reasons therefore.

The public officers' code of ethics (Section 74 of the Public Officers Law) sets the standard that no officer or employee of a State agency shall disclose confidential information that he or she acquires during the course of his or her official duties. These standards control the confidentiality of a Bidder's proposal unless DCJS grants records access in accordance with the Freedom of Information Law. Bidders are advised that determinations of DCJS or of the Office of the Attorney General or of the Office of the State Comptroller including agreements to shield or redact information are subject to review by Courts of Competent Jurisdiction.

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Bidders should be advised that the confidentiality of their proposals is founded upon statute, as described above. A nondisclosure agreement, whether prescribed by DCJS or the Bidder, would not alter the rights and responsibilities of either party under the Freedom of Information Law. Bidders should not propose a nondisclosure agreement for Division employees, for that would be legally ineffective to alter any legal responsibility under the Freedom of Information Law or the code of ethics.

The provisions of FOIL will also govern the confidentiality of any and all products or services supplied by the successful Bidder.

9.6 Ethics Compliance

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

9.7 Timely Submission

The Bidders are solely responsible for timely delivery and submission of their proposal to the location set forth herein. DCJS is not responsible for delays in receipt, including but not limited to those due to third-party carriers.

9.8 Proposal Effective Period

The Bidder's proposal must be firm and binding for a period of at least one (1) year following the bid proposal due date.

9.9 Bidder Proposal Clarification

DCJS reserves the right to require a Bidder to provide clarification and validation of its proposal, to the satisfaction of DCJS, through any means DCJS deems necessary. Failure of a Bidder to cooperate with DCJS's request to clarify a proposal within the time indicated by DCJS may result in the proposal being deemed non-responsive and given no further consideration.

DCJS reserves the right to use information submitted by the Bidder in response to DCJS's request for clarifying information in the course of evaluation and selection under this RFP.

DCJS may from time to time and in its sole discretion communicate clarifications and subsequent information whether such clarifications and information result from Bidder inquiry or is released by DCJS. In such event DCJS will disseminate such information by posting the information to DCJS's website at the internet address identified on the face page of this RFP.

9.10 Award Notification

The Commissioner of the Division of Criminal Justice Services, or staff designated for such purpose, will select the successful Contractor based on recommendations submitted by evaluation teams. The successful Bidder(s) will be advised of selection by DCJS through the

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issuance of an award notification letter. Bidders whose bids have not been selected in response to this RFP shall be notified.

9.11 Proposal Review and Contract Approval

Any contracts resulting from this RFP will not be effective until approved by the Office of the Attorney General and the Office of the State Comptroller.

9.12 Disclosure of Contract Awards

Public Announcements or news releases pertaining to contracts shall not be made prior to contract award. Requests concerning the evaluation of a bid submitted will be considered under FOIL only after contract negotiations are complete and the contract is released by the State Attorney General's Office and the Office of the State Comptroller.

9.13 Debriefing Sessions

Unsuccessful Bidders will be notified in writing and may request the opportunity for a debriefing session. Once an award has been made, Bidders may then submit a written request for a debriefing as to why their proposal did not result in an award. Such sessions will be limited to discussions of evaluation results as they apply to the Bidder receiving the debriefing. State Finance Law §163 9(c)(i) requires that an unsuccessful Bidder request a debriefing within fifteen (15) calendar days of release by the state agency of a notice in writing or electronically that the Bidder's offer is unsuccessful.

9.14 Bid Protest Policy

The State of New York strives to assure a fair, open and competitive process to all potential Bidders qualified to respond to this Procurement. In the event that any prospective Bidder has a complaint or objection to the RFP requirements, the procurement process or any matter affecting the submission of a prospective Bidder's Bid Proposal, the Bidder is encouraged to informally contact the DCJS Sole Designated Contact for this procurement, listed on the cover page of this RFP, immediately to determine if the matter can be resolved.

Bidders desiring to initiate a bid protest must follow the procedures for timely filing a formal protest set forth in the DCJS Contract Award Protest Procedure at **Exhibit A (DCJS Contract Award Protest Procedure)** of this RFP by the deadline set forth in the procedure. Take notice that contacts with DCJS do not constitute the filing or initiation of a Bid Protest or extend the time in which to file a Bid Protest under the DCJS Contract Award Protest Procedure. Bid Protests must be identified as such and filed in accordance with the procedures provided in the DCJS Contract Award Protest Procedure. Prior to contract award, protests which may affect the outcome or nature of the award may only be considered by the State in the context of a formal written protest filed in accordance with the procedure at **Exhibit A**.

9.15 Reserved Rights

The Division reserves the right to exercise any of the following actions:

- a) Change any of the scheduled dates and times stated herein.
- b) Amend RFP specifications after their release to correct errors or oversights, or to supply additional information as it becomes available and so notify all Bidders.

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- c) Disqualify a Bidder from receiving an award if such Bidder has previously failed to perform satisfactorily in connection with public bidding or contracts(s) or is deemed otherwise not responsible.
- d) Eliminate a mandatory requirement when all Bidders cannot meet such requirement.
- e) Evaluate, accept and/or reject any and all proposals, in whole or in part, and to waive technicalities, irregularities, and omissions if, in DCJS's considered judgment, the best interests of DCJS will be served. In the event compliant bids are not received, DCJS reserves the right to consider late or non-conforming bids as offers.
- f) Require the Bidder to provide proof of or otherwise demonstrate, to the satisfaction of DCJS, any information presented as a part of their proposal.
- g) Use information obtained through DCJS's investigation of a Bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the Bidder in response to DCJS's request for clarifying information in the course of evaluation and selection under this RFP.
- h) Determine a tie breaking mechanism for award of the contract to serve the best interests of DCJS.
- i) Negotiate with the successful Bidder(s) within the scope of the RFP to serve the best interests of DCJS and the State.
- j) DCJS may agree to extend the time period established by State Finance Law §112 for approval of contracts by the Comptroller of the State of New York and in such an event the successful Offerer agrees to maintain its offer for the duration of the extension.
- k) In the event DCJS terminates a contract resulting from this procurement, DCJS reserves the right, with the approval of the Office of the State Comptroller, to award a contract to the next highest ranked Bidder of the original bid submissions.
- l) Reject any or all proposals received in response to the RFP.
- m) Withdraw the RFP at any time, at the agency's sole discretion.
- n) Make an award under the RFP in whole or in part.
- o) Disqualify any Bidder whose conduct and/or proposal fails to conform to the requirements of the RFP.
- p) Seek clarifications and revisions of proposals.
- q) 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.
- r) Prior to the bid opening, amend the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available.

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- s) Prior to the bid opening, direct Bidders to submit proposal modifications addressing subsequent RFP amendments.
- t) Waive any requirements that are not material.
- u) Negotiate with the successful Bidder within the scope of the IFB/RFP in the best interests of the State.
- v) Conduct contract negotiations with the next responsible Bidder, should the agency be unsuccessful in negotiating with the selected Bidder.
- w) Utilize any and all ideas submitted in the proposals received.
- x) 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.

9.16 Administrative Contract Conditions

9.16.1 Payments

All payments will be made in accordance with Section 11-a of the New York State Finance Law.

Payments will be made on a monthly basis, according to the successful completion, submittal, and DCJS approval of the defined deliverables as detailed in the Scope of Work and **Attachment E (Financial Response Form)**. DCJS will be responsible for verifying each deliverable prior to payment. The Contractor should submit invoices for services rendered and for acceptance by DCJS to dcjsinvoices@dcjs.ny.gov.

9.16.2 Taxes

Unless otherwise specified in the RFP, the quoted bid rates shall include all taxes applicable to the transaction. Purchases made by the State of New York are exempt from New York State and local sales taxes and, with certain exceptions, federal excise taxes. To satisfy the requirements of the New York State Sales tax exemption, invoices issued by the Contractor pursuant to the Contract shall reference the Contract in order to be considered sufficient evidence that the sale by Contractor was made to the State, an exempt organization under Tax Law §1116(a)(1). No person, firm, or corporation is, however, exempt from paying the State Truck Mileage and Unemployment Insurance or Federal Social Security taxes, which remain the sole responsibility of the Contractor.

9.16.3 Mandatory Requirement – Price Protection

The Bidder agrees that all of the prices, terms, warranties and benefits provided under this procurement are comparable to or better than the equivalent terms being offered by the Vendor to other customers using similar scope and volume of services. If the Bidder shall, during the term of this Agreement, enter into arrangements with any other customer providing greater benefits or more favorable terms, the contract shall thereupon be deemed amended to provide the same to the State.

9.16.4 Procurement Record

DCJS shall maintain a Procurement Record which documents all decisions regarding the procurement process, particularly the quantification of criteria used to determine an award based on best value; or where not quantifiable, the justification which demonstrates that best value will be achieved pursuant to State Finance Law §163(9)(g). The Procurement Record will be forwarded to the Office of the State Comptroller and as applicable to the Office of the Attorney General (Department of Law) in support of their respective evaluation and approval activity.

9.16.5 Mandatory Requirement – Appendix A (Standard Clauses for New York State Contracts)

Appendix A (Standard Clauses for New York State Contracts) annexed hereto at Appendix A is incorporated herein by reference and made a part of this agreement as though fully set forth in its entirety.

9.16.6 Mandatory Requirement – Discriminatory Jurisdictions

Bidders are hereby notified that state agencies and authorities are prohibited from entering into contracts with businesses whose principal place of business is located in a discriminatory jurisdiction. Discriminatory jurisdiction is defined as a state or political subdivision which employs a preference or price distorting mechanism to the detriment of or otherwise discriminates against a New York State business enterprise in the procurement of commodities and services by the same or a non-governmental entity influenced by the same. A list of discriminatory jurisdictions is maintained by the commissioner of the New York State Department of Economic Development.

9.16.7 Public Announcements

Public announcements or news releases relating to this RFP or the resulting agreement shall not be made by any Offerer or its agent without the prior approval of DCJS. Such approval shall not be considered until an executed contract is in place.

9.16.8 Contract Term

The contract resulting from an award under this procurement shall take effect upon approval by the New York State Attorney General and the Office of the State Comptroller of New York or staff designated for such purpose (“Effective Date”) and anticipated for a term of five (5) years.

9.16.9 Time is of the Essence

Time is of the essence in contract formation and time is of the essence in the resulting contract and will be a substantial and a material term of any agreement resulting from this RFP.

9.16.10 Contract Formation

A successful applicant will be required to timely enter into a contract with NYS. The final contract may contain new or amended contractual provisions. NYS reserves the right to negotiate minor terms and conditions relative to the RFP and the applicant’s response to meet agency program requirements consistent with the solicitation. During contract negotiations, the State expects to have direct access to Offerer personnel who have full

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authority to make commitments on behalf of the Offerer. Any negotiated contract must conform to the laws of New York State.

The Contract will incorporate this RFP, all Exhibits, all Appendices, all Forms, all Attachments, all submissions, the Offerer's Bid Proposal, clarifications and additional information issued by DCJS during the course of this procurement and additional terms agreed to by the Parties in writing into a Master Agreement.

The State shall have the right to renegotiate the terms of the contract resulting from this procurement at any time in the event that a change in applicable laws, codes, ordinances, statutes, rules and regulations or applicability thereof requires that the terms of the Contract be modified so that it conforms with the requirements of any applicable statute, law, ordinance, codes, rules, or regulation then in effect.

9.16.11 Negotiations with the Next Highest Offerer

In the event that DCJS should be unsuccessful in negotiating a contract within thirty (30) business days following the date of the notice of award with the selected Offerer, DCJS may at any time following thirtieth business day at its option begin negotiations with the next highest scored Offerer, as applicable.

9.16.12 Cancellation Clause

DCJS is responsible for monitoring and enforcing the Contractor's performance. Performance requirements include Contractor's conformance with scheduling requirements. DCJS will provide written notice to the Contractor in the event the Contractor does not comply with the Contract's performance requirements. DCJS may terminate the contract consistent with this provision.

9.16.13 Contractor

Offerer is required to serve as the Contractor when selected to provide evidence based strategic advisement services pursuant to this RFP hereunder. The Contractor is responsible for meeting all Contract obligations set forth in the solicitation and Contract, including all Appendices, Attachments, Forms, Exhibits, and any subsequent amendments mutually agreed to in writing between the Parties. The Contractor is responsible for payment of all Subcontractors and suppliers, including all third-party equipment and service providers contracted by or through the Contractor in performance of the agreement. Where services are supplied by or through the Contractor under the Contract, Contractor must assume full integration responsibility for performance of such services.

9.17 Qualified to Work in the United States

All personnel employed by the Contractor must be legally authorized to work in the United States. Personnel and candidates provided to DCJS by any Offerer must be legally authorized to work in the United States.

9.18 Indemnification & Limitation of Liability

- 1) Offerer as a Contractor shall be fully liable for the actions of its agents, employees, partners or Subcontractors of the Offerer and shall fully indemnify and save harmless the State of New York and DCJS, from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Offerer, its agents, employees, partners or Subcontractors of the Offerer, *without limitation*; provided, however, that the Offerer shall not indemnify for that

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portion of any claim, loss or damage arising from the negligence of the State and/or its employees.

- 2) Offerer will indemnify, defend and hold the State of New York, DCJS, and entities which have been authorized by DCJS to participate (“Authorized participating Users” or “Authorized Users”), where applicable, and with whom the Contractor and DCJS has agreed to install or place products or provide services as defined in the Master Agreement harmless, *without limitation*, from and against any and all damages, expenses (including reasonable attorneys’ fees), claims, judgments, liabilities and costs which may be finally assessed against the State, DCJS, and its Authorized Participating Users in any action for infringement of any copyright, trademark, trade secret or intellectual property right, provided that DCJS shall give the Offerer: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Offerer’s sole expense, and (iii) assistance in the defense of any such action at the expense of Offerer. Where a dispute or claim arises relative to a real or anticipated infringement, the State of New York and/or DCJS may require Offerer, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the State of New York and/or DCJS shall require. If the Offerer has an opportunity to terminate any such infringement suit by a third-party Offerer, the Offerer shall obtain the consent of the State and the Attorney General of the State of New York to the settlement if such settlement will alter any financial or performance terms of the Agreement.
- 3) If principles of governmental or public law are involved, DCJS and/or the State may participate in the defense of any such action, but no costs or expenses shall be incurred for the account of the Offerer without the Offerer’s written consent.
- 4) If in the Offerer’s opinion the equipment, materials, or information mentioned above, are likely to or do become the subject of a claim of infringement of a United States patent or copyright, then without diminishing the Offerer’s obligation to satisfy any final award, Offerer may, with DCJS and/or any other contracting State agency, where applicable, and the State’s written consent, substitute other equally suitable materials and information or, at Offerer’s option and expense, obtain the right for the State to continue the use of such materials and information.
- 5) The Offerer will indemnify the DCJS and the State without limitation against any claim(s) brought against the State and/or DCJS by reason of a wrongful disclosure of confidential information attributed to the Offerer or any Offerer employee and will cooperate fully with DCJS, the State, and the Attorney General in defense of any claim(s).
- 6) The Offerer shall not be obligated to indemnify that portion of a claim or dispute based upon: i) the State’s unauthorized modification or alteration of a product; ii) the State’s use of the product in combination with other products not furnished by Offerer; iii) the State’s use in other than the specified operating conditions and environment.

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- 7) Neither Party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. All Parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under the Contract and shall immediately resume performance upon termination of the force majeure.
- 8) Unless otherwise specifically enumerated herein, neither Party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Offerer is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither Party shall be liable for lost profits, lost revenue or lost institutional operating savings.
- 9) Indemnification for Direct Damage: For all other claims against the Offerer by DCJS and the State of New York where liability is not otherwise set forth in the Contract as being “without limitation”, and regardless of the basis on which the claim is made, Offerer’s liability under this Contract for direct damages shall be two (2) times the charges rendered by the Offerer under the contract.
- 10) DCJS, and the State may, in addition to other remedies available to them at law, in equity, or under the Contract, and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the Contractor, as applicable, as may be necessary to satisfy any claim for damages, costs and the like asserted by or against them

9.19 Compliance with Laws

The Contractor shall comply with all present and future applicable laws, codes, ordinances, statutes, rules and regulations with respect to any of the duties or responsibilities of the Contractor, DCJS, the State of New York and all Authorized Users arising from the Contract, including but not limited to the Americans with Disabilities Act (42 USC Section 1202, et seq).

The Contractor, including its agents, successors and/or assigns and Contractors and Subcontractors shall obtain all necessary licenses, certificates and other approvals required by law to fulfill the Contractor’s obligations under the Contract at its sole expense. The Contractor shall furnish copies of such documentation to the State upon request.

Although covered by the general compliance mandated by this provision, it is specifically understood that the Contractor shall be responsible for compliance with all applicable federal laws, rules and regulations to the extent that any Authorized User is the recipient of any federally funded monies relating to the procurement of services or products under this Contract, including but not limited to the following provisions set forth at Chapter XXX of 7 CFR or **Appendix A (Standard Clauses for New York State Contracts)** to 45 CFR Part 74, relating to:

- a) Equal Employment Opportunity as set forth in federal Executive Orders 11246 and 11375 as supplemented by 41 CFR 60.

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- b) Copeland “Anti-Kickback Act” (18 USC 874 and 40 USC 276c) which provides that all contracts/sub grants greater than \$2,000 must have a provision requiring compliance with 18 USC 874 as supplemented by 29 CFR Part 3, which prohibit Contractors or Sub recipients from inducing by any means any person employed in construction, completion or repair of public work to give up any part of compensation to which they are otherwise entitled and that the recipient shall report all suspected/reported violations to the Federal awarding agency.
- c) Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7) which requires all construction contracts awarded by recipients of more than \$2000 to comply with the Act as supplemented by USDOL Regulations 29 CFR Part 5 requiring all Contractors to pay wages to laborers and mechanics at a rate not less than the minimum wage specified by the Federal Secretary of Labor, which wages shall be paid not less than once a week. The recipient shall place a copy of the federally specified wage (the “prevailing wage”) in each solicitation and the award of a contract shall be conditioned upon acceptance of such a determination. The recipient must report all suspected/reported violations to the Federal awarding agency.
- d) Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) which requires, where applicable, that all construction contracts and other contracts involving employment of mechanics and laborers require compliance with 40 U.S.C. 327-333 as supplemented by USDOL Regulations 29 CFR 5 when said contracts exceed \$100,000, which references require that work in excess of 40 hours/week be recompensed at a rate at least 50% greater than the basic pay rate and that no work be required in unsanitary, hazardous, or dangerous conditions. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market or contracts for transportation or transmission of intelligence.
- e) Rights to Inventions Made under a Contract or Agreement- Contracts or Agreements for the performance of experimental, developmental, or research work shall provide for the rights of the federal government and the recipient in any in any resulting invention in accordance with 37 CFR Part 401 and any further implementing regulations issued by USDHHS or USDA.
- f) Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.)- Contracts and sub grants in excess of \$100,000 shall require the recipient to comply with the Acts recited herein and that violations must be reported to USDHHS and the appropriate Regional Office of the Federal Environmental Protection Agency.
- g) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)- which requires that every Contractor under a contract for more than \$100,000 and every tier of Contractors or Subcontractors there under shall file certification, as required, that said Contractor will not and has not used any Federal appropriated funds to pay any person or organization for influencing or attempting to influence any federal agency, member of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or award covered by such Amendment. A Contractor or Subcontractor from any tier shall also disclose any lobbying with non-federal funds that takes place in conjunction with obtaining a federal award, which disclosure shall be forwarded up any applicable tiers to the recipient. (See also 45 CFR 93)

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- h) Debarment and Suspension. (Federal E.O.s 12549 and 12689)- Certain contracts shall not be awarded to Parties listed on the non-procurement portion of the U. S. General Services Administration's "Lists of Parties Excluded from Federal Procurement or Non Procurement Programs" in accordance with E.O.s 12549 and 12689. (See 45 CFR 76.) Contractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

9.20 Security, Information Security, Breach and Notification Act

The Contractor shall maintain the security, nondisclosure and confidentiality of all information in accordance with the following clauses in performance of its activities under the Contract. The Contract may be terminated by the State for cause for a material breach of this section.

9.20.1 Security Procedures & Employee Dishonesty

Contractor warrants, covenants and represents that it will comply fully with all security procedures of the State in performance of the Contract. Contractor shall hold the State harmless from any loss or damage to the State resulting from the violation by the Contractor, its officers, agents, employees, and Subcontractors of such security procedures or resulting from any criminal acts committed by such officers, agents, employees, and Subcontractors while providing services under the Contract.

9.20.2 Information Security Breach and Notification Act, Indemnification of DCJS and Authorized Users for Breach of Security

Section 208 of the State Technology Law (STL) and §899-aa of the General Business Law (GBL) require that State entities and persons or businesses conducting business in New York who own or license computerized data which includes private information including an individual's unencrypted personal information plus one or more of the following: social security number, driver's license number or non-driver ID, account number, credit or debit card number plus security code, access code or password which permits access to an individual's financial account, must disclose to a New York resident when their private information was, or is reasonably believed to have been, acquired by a person without valid authorization. Disclosure of breach of that private information to all individuals affected or potentially affected must occur in the most expedient time possible without unreasonable delay, after necessary measures have been taken subject to approval of DCJS or such other applicable State agency to determine the scope of the breach and to restore integrity, but with delay if law enforcement determines it impedes a criminal investigation.

State entities subject to STL §208 that experience breaches of computerized data which includes private information must file notices with the New York Attorney General; Department of State's Division of Consumer Protection; and the Office of Information Technology Services' Enterprise Information Security Office.

GBL §899-aa provides that persons or businesses conducting business in New York must disclose any breaches of computerized data which includes private information by notifying the offices of the New York Attorney General; the NYS Division of State Police; and the Department of State's Division of Consumer Protection.

Information relative to the law and the notification process is available at:
<https://its.ny.gov/breach-notification-and-incident-reporting>

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The New York State General Business Law §899-aa(6)(a) provides that:

whenever the attorney general shall believe from evidence satisfactory to him that there is a violation of this article he may bring an action in the name and on behalf of the people of the state of New York, in a court of justice having jurisdiction to issue an injunction, to enjoin and restrain the continuation of such violation. In such action, preliminary relief may be granted under article sixty-three of the civil practice law and rules. In such action the court may award damages for actual costs or losses incurred by a person entitled to notice pursuant to this article, if notification was not provided to such person pursuant to this article, including consequential financial losses. Whenever the court shall determine in such action that a person or business violated this article knowingly or recklessly, the court may impose a civil penalty of the greater of five thousand dollars or up to ten dollars per instance of failed notification, provided that the latter amount shall not exceed one hundred fifty thousand dollars.

The remedies in paragraph (a) of subdivision 6 are in addition to any other lawful remedy and in addition to any other remedy available under the terms of the Contract executed between DCJS and the Contractor.

Bidders must agree to indemnify DCJS without limitation against any claims brought against DCJS by reason of a wrongful disclosure of confidential information attributed to the Offerer or any Offerer employee and will cooperate fully with DCJS and the Attorney General in defense of the claim.

The Contract executed between DCJS and the Contractor may be terminated by the State for cause for a material breach of this section, and the provisions of The New York State GBL § 899-aa shall survive the termination of this Agreement.

9.21 User Data is the Property of State of New York

In the course of performance of its obligations pursuant to this RFP and any resulting Contract certain Contractor or Subcontractor personnel may be approved by appropriate authorities to have access to or come into possession of data and information which is the property of the State of New York.

10.0 BIDDERS PROPOSAL SUBMISSION

The Bidder must provide a response that clearly and precisely provides all of the information required by DCJS on which to base the evaluation.

Proposals that do not comply with these instructions, or do not meet the full intent of all of the requirements of this RFP may be subject to scoring reductions during the evaluation process or may be deemed as non-responsive.

10.1 Organization of Proposal

To facilitate the evaluation process, the Bidder must organize its proposal into three distinct volumes as follows:

- Volume One – Technical Proposal
- Volume Two – Administrative Requirements
- Volume Three – Financial Proposal

a. Volume One – Technical Proposal Format

Volume One should contain a table of contents with page numbers and each section should be tabbed as follows and include the below referenced documents properly completed, signed and notarized, where appropriate:

- Attachment A: Firm Information Form and Attestation (signed)
- Attachment B: Qualifying Attestation and Client Reference Form
- Attachment C: Technical Proposal Response Form

b. Volume Two – Administrative Requirements Format

Volume Two should contain a table of contents with page numbers and each section should be tabbed as follows and include the below referenced documents properly completed, signed and notarized, where appropriate:

- Attachment 1A: Complete Proposal Requirement Checklist
- Attachment F: Formal Offer Letter
- Appendix A: Standard Clauses for New York State Contracts
- Appendix C: Encouraging Use of New York State Businesses in Contract Performance
- Appendix D: Non-Collusive Bidding Certification
- Appendix E: Procurement Lobbying Guidelines
- Appendix F: Attachment 1 - Offerer's Affirmation of Understanding of and Agreement pursuant to State Finance Law §139-j (3) and §139-j (6) (b)
- Appendix F: Attachment 2 - Offerer Disclosure of Prior Non-Responsibility Determinations
- Appendix F: Form 4 - Offerer's Certification of Compliance With State Finance Law §139-k(5)
- Appendix M: EO 177 Certification
- Appendix P: Sexual Harassment Prevention Certification
- Appendix Q: EO 16 Certification
- Appendix R: Workplace and Gender Based Violence Prevention Certification
- Offerer's Proposed Extraneous Terms, if applicable
- Request for Exemption from Disclosure, if applicable

c. Volume Three - Financial Proposal Format

Volume Three should contain a table of contents with page numbers, labeled as follows, including the below referenced document properly completed, signed and notarized, where appropriate:

- Attachment E: Financial Response Form

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10.2 Submission of Proposals

The Bidder must submit one (1) bound paper proposal which must contain original (wet/ink) notarized signatures and be marked as "ORIGINAL" of Volume One (1), Volume Two (2), and Volume Three (3). All volumes must be bound separately and clearly identified. The Bidder must also submit three (3) complete copies of entire proposal prepared and organized in the same manner. Finally, one (1) separate electronic copy of Volume One (1), one (1) electronic copy of Volume Two (2), and one (1) electronic copy of Volume Three (3) shall be submitted on individual USB Drives. These USB Drives must be clearly labeled to indicate whether they contain Volume One, Volume Two, Volume Three. In the event of a discrepancy, DCJS will contact the Bidder for clarification.

Proposals must be received no later than the due date and time listed in the Procurement Timeline. All bids are to be packaged, sealed and submitted to the following:

**Procurement Office
Office of Budget and Finance
New York State Division of Criminal Justice Services
Alfred E. Smith Office Building, 10th Floor
80 South Swan St,
Albany, NY 12210-8001**

All proposals must have a label on the outside of the package or shipping container outlining the following information:

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Bid Submission**

Do not open until after 4:00 P.M. ET on 07/03/2026

Label: "Volume 1 - Technical Proposal," "Volume 2 - Administrative Requirements," and "Volume 3 - Financial Proposal" (as applicable)

In the event that a package is not labeled properly as described in this section, DCJS reserves the right to inspect the contents of the package(s) to determine the contents. The Bidder shall have no claim against DCJS arising from such inspection and such inspection shall not affect the validity of the procurement. Notwithstanding, DCJS's right to inspect the contents of the package(s), the Bidder assumes all risk of late delivery associated with the bid not being identified, packaged or labeled in accordance with the foregoing requirements.

Faxed or electronically transmitted proposals will not be accepted. Proposals received by the State after the proposal due date and time will be rejected.

11.0 EVALUATION AND SCORING METHOD

Pursuant to Article XI of the New York State Finance Law, the basis for this contract Award is best value. A best value optimizes quality, cost and efficiency among responsive and responsible Bidders and is consistent with the best interests of the State of New York.

DCJS evaluates proposals for goods and services in an objective, comprehensive manner designed to benefit both the State and participating Bidders. Throughout this process, DCJS identifies Bidders who will best meet our needs and will be cost effective. DCJS further intends

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that all proposals will be evaluated uniformly and consistently, ensuring Bidders an equal opportunity to be considered.

The State reserves the right to verify information presented in the proposal through the clarification process as well as interviews with key staff, including technical reference checks. The State reserves the right to reduce technical scores or to disqualify, as non-responsive, any firm based upon information brought to the attention of the State through such interviews or clarification process.

11.1 Proposal Clarification

DCJS reserves the right to require a Bidder to provide clarification and validation of its proposal through any means DCJS deems necessary. Failure of a Bidder to cooperate with DCJS's effort to clarify or validate proposal information may result in the proposal being labeled as non-responsive and given no further consideration.

11.2 Evaluation Process

Proposals will be evaluated independently throughout all phases of the evaluation process and will be evaluated as follows:

Completeness Review

After the bid opening, each proposal will be screened for completeness and conformance with requirements for bid submission as specified in **Section 10 - Bidders Proposal Submission**, of this RFP. Proposals that do not meet the requirements as set forth in this RFP may be deemed nonresponsive and denied further consideration.

Missing or erred administrative non- substantiative information may be requested following bid opening.

Mandatory Qualifying Requirements Evaluation (Pass/Fail)

Bidder information submitted on **Attachment B (Qualifying Attestation and Client Reference Form)**, will be verified by the client references to determine if the Bidder meets the mandatory qualifying requirements criteria as identified in **Section 4.2** of this RFP.

Proposals meeting the requirements will have their Technical and Financial Proposals evaluated and scored.

Technical Proposal Evaluation (80 Percent)

The technical proposal evaluation will be conducted concurrently with, and separately from, the financial evaluation. The technical evaluation will be based on the Bidder's responses to the questions in **Attachment C (Technical Proposal Form)**. The technical evaluation will also contain a component where the Bidder will be evaluated and scored based on the client reference questionnaires received in response to **Section 5.2**.

Financial Evaluation (20 Percent)

The Financial Evaluation will be evaluated independently by the Financial Evaluation Team and separately from the Technical Evaluation. The Financial Evaluation will be based on the Bidder's financial response provided on **Attachment E (Financial Response Form)**. For evaluation purposes, the Vendor submitting the proposal with the lowest cost will automatically receive 20

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points. All remaining Bidders' scores will be calculated by the following formula:

Financial Score = Lowest Cost Provided ÷ Bidder's Cost Provided X 20.

Final Ranking/Contract Award

DCJS will award a single contract resulting from this RFP. DCJS will make the award based on the highest overall score (Technical Score + Financial Score). In the event there is a tie between final scores for any proposals, the tie will be broken based on the lowest Financial Score. If the Financial Scores are tied, the tie will be broken based on the highest client reference score.