

RFP CJS 2022-04

DOCUMENTS

ATTACHMENT A

Firm Information Form and Attestation

Yes

No

5. If applicable, Bidder/Contractor shall notify DCJS in advance in the event that there is any proposed future change in the above corporate status.

Yes

No

6. The bidder must attest that it is currently in the business of providing systems and related services and has provided the software/equipment (optional component)/service requested in the RFP to a minimum of two (2) government clients within the last two (2) years from the date of issuance of the RFP.

Yes

No

By signing this letter, I certify that I am authorized to bind the firm contractually.

Name of Authorized Representative of the Firm:

Title/Position of Authorized
Representative of the Firm:

Signature:

Date: _____

ATTACHMENT B

Bidder Experience Mandatory Requirements Form

ATTACHMENT B - Bidder Experience Mandatory Requirements Form

Bidder's Name: _____

Please complete this form as outlined in Section 5.2 of the RFP.

- A. **Experience - Government Clients**-In accordance with the qualifying criteria outlined in Section 5.2.1, the firm must attest on Attachment A that it is currently in the business of providing systems and related services and has provided the software/equipment (optional component)/service requested in the RFP to a minimum of two (2) government clients within the last two (2) years from the date of issuance of the RFP and provide the below information. For the purpose of this bid, a government entity means a state, city, county, town or agency of the United States government. Vendors without experience in providing the requested software/equipment (optional component)/service will be not be considered for award.:

Vendor Response:

Government Client #1

Government Name: _____

Address: _____

Dates Resources Provided (in MM/DD/YYYY format):

Start Date _____ End Date _____

Client Contact Name: _____

Phone #: _____

E-mail address: _____

Alternate Contact Name: _____

Alternate Phone #: _____

Alternate e-mail address: _____

Government Client #2

Government Name: _____

Address: _____

Dates Resources Provided (in MM/DD/YYYY format):

Start Date _____ End Date _____

Client Contact Name: _____

Phone #: _____

E-mail address: _____

Alternate Contact Name: _____

Alternate Phone #: _____

Alternate e-mail address _____

ATTACHMENT C

Mandatory Requirements Response Form (Pass/Fail)

ATTACHMENT C – Mandatory Requirements

Bidder's Name: _____

Provide confirmation of availability of the following as listed below as required in Section 5.3.

Requirement	Response of No will remove proposal from further consideration			
Generation of Unique Case Numbering System	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Chain of Custody Module Available	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Examination Panels Available	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Automated Report Generation Available	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Microsoft Integration Available	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Quality Control Available in each Case File	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Administrative Level of Reviews Available for each Case File	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
At least 1 hosting solution is available as listed in section 6.3, 1, 2 &3 of this RFP	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Implementation Service Available, including initial training services	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Equipment Available	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Ability to customize features to lab needs	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Customer service and support	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

ATTACHMENT D

Client Reference Response Form

ATTACHMENT D - Client Reference Response Form

Bidder's Name: _____

Complete this form as requested in Section 6.6. Bidders must provide at least three (3) client references, who meet the requirements of Section 6.6.

Primary Client Reference #1

Firm Name: _____

Address: _____

Contact Name: _____

Phone Number: _____ Web Address _____

e-mail address: _____

Project/Services Description: _____

Description of Your Firm's Role and Responsibility on the Engagement:

Primary Client Reference #2

Firm Name: _____

Address: _____

Contact Name: _____

Phone Number: _____ Web Address _____

e-mail address: _____

Project/Services Description: _____

Description of Your Firm's Role and Responsibility on the Engagement:

Alternate Client Reference

Firm Name: _____

Address: _____

Contact Name: _____

Phone Number: _____ Web Address _____

e-mail address: _____

Project/Services Description: _____

Description of Your Firm's Role and Responsibility on the Engagement:

ATTACHMENT E.1 – E.5

Technical Response Forms: Latent Laboratory Information Management System (LIMS)

ATTACHMENT E.1 - Latent Laboratory Information Management System (LIMS) Software Requirements Response Form

Bidder's Name: _____

Bidder must submit a detailed description of each feature as listed in section 6.1 of this RFP. Additional pages are included a may be added if needed.

1. Documentation of Evidence Received/receipted/chain of custody:

The ability to document either by drop down or free-form: date submitted (automated); received/delivery method: hand delivered, postal service, electronic; generation and assignment of unique laboratory case number upon submission; submitting agency; submitting agency case number; submitter (name) or lead investigator name; agency contact information including email address and physical address; type of crime; date of crime; number of items submitted; description of items submitted; evidence is sealed or unsealed upon submission; itemization with the ability to describe item; ability to enter names into case and select (victim, suspect, elimination, persons of interest, etc) including NYSID#/PCN#/FBI#; analyst assignment.

Once laboratory case number is generated and all fields are entered into the laboratory management system, the new case is now created in the system and thus prompts the generation of associated barcodes – casefile barcode label, evidence label, barcode labels for each item submitted. Each barcode contains lab case #, submitting agency name, submitting agency case number, case type, date of crime, etc. (or the lab's ability to choose what is documented on the labels/barcodes printed).

Chain of Custody listing all access person, times and dates. LIMS system shall record all movement from all parties involved with case, with time and date stamps of all the evidence in a case within the Laboratory, from the time it comes into possession of Lab to the times it leaves the lab to be returned to the submitting agency. This chain of custody record can also be viewed anytime by Laboratory staff involved with a case and can be printed as needed for Discovery.

Electronic case distribution including electronic notification to Examiners indicating when case is available for Analysis. LIMS System will automatically Know which examiner is next in line to receive a case.

E.1.1 Response Pg. 1

2. Documentation of Analysis

Must include examination panels based on evidence type (lift, microsil, CD/DVD, etc, physical item, etc). Examination panels will have the ability to enter information that is required by accreditation standards. May include, but not limited to: analysis start date, the ability to document the number of latents present on each item submitted, sufficiency of the latents submitted. This may allow for the generation of sub itemization for note taking of each latent within an item of evidence (example – “parent” item, and generation of “children”), ability to batch items for reporting automation. Some areas may require freeform note taking. The ability to document for each item an annotation field/panel with built in drop-downs: anatomical source (finger, palm, undetermined); suitability (no suitable value (NSV), not database quality (NDQ), requires further review, suitable); level of detail present: level I, level II, level III, N/A; Annotations – may be drop-down coined statements or allow for free form; search type: name search, open, closed, SABIS, FBI-NGI. Analysis end date. Ability for analyst to describe latent either by dropdown or freeform means: smudged, distorted, dark, light, slippage; deposition pressure (light or heavy), lateral pressure. Ability for analyst to document anatomical source (finger or palm), fingerprint pattern (loop, whorl, arch, etc), also allow for addition of subcategories of fingerprint pattern. Ability to retain/import images in LIMS associated with case for documentation of what is submitted. Information retained in the notes the following:

- a. Listing Persons of interest and elimination capability with check boxes for;
 - i. Fingerprint submitted
 - ii. Palm print submitted
 - iii. NYSID/PCN/FBI number
 - iv. Fingerprints or Palm print are unavailable for POI or Eliminations Check mark boxes of what decisions were reached for each POI or Elimination (Ident, Exclusion, or Inconclusive)
 - A) POI or Elimination if no comparison was made due to Insufficient value of latent prints

Ability to add a general “note” to the case. This can allow for documentation of call logs during case processes, documentation of conflict of opinion, or any other general note that needs to be added to the case that does not pertain to a specific examination panel.

3. Automated report generation (panel):

Selection of Report type – analysis report; supplemental report; amended report. Depending on report type, will depend on what predetermined information is available. Or can select panels to include in the report type: Identification; NSV; elimination; exclusion; inconclusive; etc.

Automated generation of required report details (*based on ANAB accreditation report requirements and NYCLAC report standardization project*):

- a. A title (e.g. “Test Report”, Analysis Report”);
- b. The name and address of the laboratory;
- c. Unique identification that all its components are recognized as a portion of a complete report and a clear identification of the end;
- d. The name and contact information of the customer;
- e. Type of crime
- f. Date of crime
- g. Identification of the method used;
- h. A description, unambiguous identification, and, when necessary, the condition of the item;
- i. The date of receipt of the test item(s),
- j. The date(s) of performance of the laboratory activity;
- k. The date of issue of the report;
- l. A statement to the effect that the results relate only to the items tested
- m. The results analysis/comparison/evaluation including ability to include information for inconclusive decisions
- n. Additions to, deviations, or exclusions from the method;
- o. Identification of the person(s) authorizing the report;
- p. Opinions and interpretations statement

4. Microsoft integration (word, excel);

LIMS will be able to provide all Laboratory examiners the use of Microsoft office programs such as Microsoft word to type or edit any associated Documents that will be used with LIMS system. Microsoft Excel to possibly serve for record keeping or monthly reports of cases done in Laboratory.

E.1.4 Response

5. Verification and Technical Review Process, may have check box form:

Documentation of the verifier/ technical reviewer, quality reviewer, and administrative reviewer, such as name, review start/end date. Allow for the verifier to be assigned to a case and have full access to all documents created by the original analyst. Have an online checklist (predetermined by the lab) for the review process, which indicates a thorough review has taken place. Have a built-in documentation process for communication for when a discrepancy has been found and requires attention. by anyone within the analytical process.

E.1.5 Response

6. Quality Review:

Documentation in the casefile of the quality reviewer name, review start/end date. Allow for the quality reviewer to have full access to all documents created by the original analyst as well as see the documents created by the technical reviewer. Have an online checklist for the review process (more simplified), which indicates a thorough review has taken place. Have a communication process for in the event a discrepancy has been found and needs to be communicated to someone within the case process.

E.1.6 Response

7. Administrative Review;

Checklist within case to show review of all documents for administrative level purposes was completed and on what date.

LIMS must allow for maintaining draft reports during the review process

E.1.7 Response

8. Electronic Barcode system with unique number assignment.

System must be capable of assigning each piece of evidence upon receipt into Laboratory possession with each a barcoded system or a unique numbering system.

E.1.8 Response

9. Training capability to familiarize new examiners of the LIMS

The Bidder must provide training that is tailored to the types of Users and their assigned permissions. Additional training, if any, must be provided at no additional cost to the Department. All training provided by the Bidder must be provided onsite at the Department's facilities at the rates set forth in the Offeror's Financial Proposal.

E.1.9 Response

ATTACHMENT E.2 - Latent Laboratory Information Management System (LIMS) Hosting Solutions Response Form

Bidder's Name: _____

Different platform solutions are available for the COTS product. Bidder must provide a detailed description of the different solutions as listed in section 6.2 of the RFP.

The requirements below are for hosting solution components that must be included in the vendor solution (forms below):

Server Requirements for COTS software:	Web Server must support Redhat, Microsoft Windows Server, IBM Application Server must support RedHat JBOSS, Microsoft IIS, IBM Websphere
Database Requirements:	Database will need to be Microsoft SQL Server, Oracle, or IBM DB2 compatible
Authentication Requirements:	Application software must support integration with Active Directory or Lightweight Directory Access Protocol
Security Requirements	Hosting solution must be compliant with CJIS Security policy https://www.fbi.gov/file-repository/cjis-security-policy_v5-8_20190601

1. Managed Hardware Solutions (Workstations)

This type of solution is for the bidder to supply workstations with optional peripheral equipment. The bidder would fully manage this equipment that includes OS patching and upgrades, application and database upgrades.

E.2.1 Response

2. Cloud (Must meet CJIS requirements)

This type of solution is for the bidder to provide a Cloud-based solution that meets CJIS requirements and is fully managed by the vendor. The vendor would be responsible for all Cloud instances, OS patching and upgrades, application and database upgrades.

E.2.2 Response

3. DCJS hosted by New York State Office of Information Technology Services

This type of solution is for the bidder to provide a Cloud-based solution for their COTS product, and the software is fully hosted and managed by New York State Office of Information Technology Services. NYS ITS would be responsible for all hosted instances, OS patching and upgrades, application and database upgrades.

E.2.3 Response

**ATTACHMENT E.3 - Latent Laboratory Information Management System (LIMS)
Implementation Services**

Bidder's Name: _____

The Bidder must have definitive deadlines firm commitment that all implementation activities will be completed by the end of the designated implementation period so that all scope of services will be fully operational in all functions required by this RFP. DCJS designates an implementation period not to exceed 30 days. As defined in this RFP, the specified completion date means the date proposed by the Bidder and agreed upon by DCJS for delivery of a fully functional LIMS system. The Bidder must, on or before the specified completion date, complete all activities required to bring the LIMS system to full production and to be fully functioning in all aspects of the scope of services as described in this RFP. Include a description of the proposed resources for implementation services and estimated number of hours. The title, description or work, number of resources and FTE allocation should be included. Implementation services should include software implementation and project management services, if any. (6.3)

E.3 Implementation Plan

**ATTACHMENT E.4 - Latent Laboratory Information Management System (LIMS)
Equipment**

Bidder's Name: _____

Bidder must provide compatible equipment required for utilization for the requested software. Provide Manufacturer and model number of Scanners and printers as outlined in section 6.4 of the RFP.

20 Handheld Bar Code Scanners (FBI SPECS for the scanners) including additional warranty information

10 Desktop Label Printers including additional warranty information

ATTACHMENT F

Formal Offer Letter

ATTACHMENT F - Formal Offer Letter

[TO BE COMPLETED ON OFFERER'S LETTERHEAD]

Date

Procurement Officer, Financial Administration
New York State Division of Criminal Justice Services
Alfred E. Smith Office Building 10th Floor
80 S. Swan St,
Albany, New York 12210

Dear Procurement Officer:

RE: Latent Laboratory Information Management System (LIMS) #CJS 2022-04

Formal Offer to the State of New York

[INSERT OFFERER NAME] hereby submits this firm and binding offer to the State of New York in response to New York State Request for Proposals (RFP) #CJS 2022-04 by the New York State Division of Criminal Justice Services for a Latent Laboratory Information Management System (LIMS). The Bid Proposal hereby submitted meets or exceeds all terms, conditions and requirements set forth in the above-referenced RFP. This formal offer will remain firm and non-revocable for a minimum period of one (1) year from the date proposals are due to be received by the State, or until a Contract is approved by the NYS Comptroller and executed by the State.

[INSERT OFFERER NAME]'s complete offer is set forth in two, separately bound volumes as follows:

Technical Proposal: Total of 2 hard copies, one being an original, with 1 electronic copy on individual USB Drives

Financial/Administrative Proposal: Total of 2 hard copies, one being an original, with 1 electronic copy on an individual USB Drives

[INSERT OFFERER NAME] hereby affirms that, at the time of bid submission, Offerer knows of no factors existing at time of bid submission or which are anticipated to arise during the procurement or Contract term, which would constitute a potential conflict of interest in successfully meeting the contractual obligations set forth in the above-referenced RFP and the Bid Proposal hereby submitted, including but not limited to:

1. No potential for conflict of interest on the part of the Offerer or any Subcontractor due to prior, current, or proposed contracts, engagements, or affiliations; and
2. No potential conflicts in the sequence or timing of the proposed award under this procurement relative to the timeframe for service delivery, or personnel or financial staffing commitments of Offerer or proposed subcontractors to other projects.

By signing, the undersigned individual affirms and represents that he has the legal authority and capacity to sign and make this offer on behalf of and has signed using that authority to legally bind **[INSERT OFFERER NAME]** to the offer and possesses the legal capacity to act on behalf of Offerer to execute a Contract with the State of New York.

Signature
[INSERT OFFERER NAME]
[INSERT TITLE]
[INSERT COMPANY NAME]

Corporate Seal

CORPORATE ACKNOWLEDGEMENT

STATE OF

}

:ss.:

COUNTY OF

}

On the _____ day of _____ in the year 20 __ ,
before me personally came:

_____, to me known, who, being
by me duly sworn, did depose and say that he/she/they reside(s) in
_____; that he/she/they is
(are) _____ (the President or other officer or director or
attorney in fact duly appointed) of
_____, the
corporation described in and which executed the above instrument; and that he/she/they signed
his/her/their name(s) thereto by authority of the board of directors of said corporation.

Signature and Office of Person Taking Acknowledgement

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF

}

:ss.:

COUNTY OF

}

On the _____ day of _____ in the year 20 __, before me personally came:
_____ to me known, who, being by me duly sworn, did depose
and say that he reside(s) in

_____; that he is
_____ (the General/Managing Partner or other officer
or attorney in fact duly appointed) of _____, the
partnership described in said instrument; that, by the terms of said partnership, he is authorized to
execute the foregoing instrument on behalf of the partnership for the purposes set forth therein; and that,
pursuant to that authority, he executed the foregoing instrument in the name and on behalf of said
partnership as the act and deed of said partnership.

Signature and Office of Person Taking Acknowledgement

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF

}

:ss.:

COUNTY OF

}

On the ____ day of _____ in the year 20 __, before me personally appeared: _____, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that _he resides at _____, Town of _____, County of _____, State of _____; and that _he executed the foregoing instrument in his/her name and on his/her own behalf.

Notary Public

ATTACHMENT G

Questions Template

Attachment G - Questions Template

Vendor Name:	
Address:	
Contact Person Name:	
Telephone #:	
e-Mail Address	

Question Number	RFP Page Number	RFP Part, Section & Paragraph Reference	Question

ATTACHMENT H.1 – H.3
FINANCIAL RESPONSE FORMS

**Financial Response Form
LIMS System
H.1 Managed Hardware Solution**

Bidder's Name: _____

Solution Type	Software (inc. Training)	Implementation	Training	Equipment	Annual Maintenance	Optionals (Will not be scored)
Managed Hardware Solution	\$	\$	\$	\$	Year 1: \$ Year 2: \$ Year 3: \$ Year 4: \$ Year 5: \$	\$

Please use this space for additional cost breakdown, if needed.

First Year Total: _____ **Five Year Total:** _____

**Financial Response Form
LIMS System
H.2 Cloud-Based Solution**

Bidder's Name: _____

Solution Type	Software (inc. Training)	Implementation	Training	Equipment	Annual Maintenance	Optionals (Will not be scored)
Cloud-based Solution	\$	\$	\$	\$	Year 1: \$ Year 2: \$ Year 3: \$ Year 4: \$ Year 5: \$	\$

Please use this space for additional cost breakdown, if needed.

First Year Total: _____

Five Year Total: _____

**Financial Response Form
LIMS System
H.3 DCJS hosted by ITS**

Bidder's Name: _____

Solution Type	Software (inc. Training)	Implementation	Training	Equipment	Annual Maintenance	Optionals (Will not be scored)
DCJS (Hosted by NYS ITS)	\$	\$	\$	\$	Year 1: \$ Year 2: \$ Year 3: \$ Year 4: \$ Year 5: \$	\$

Please use this space for additional cost breakdown, if needed.

First Year Total: _____ **Five Year Total:** _____

APPENDIX C

Encouraging Use Of New York State Businesses In Contract Performance

APPENDIX C

Encouraging Use Of New York State Businesses In Contract Performance

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

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

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

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

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

Print Legal Name of Bidder	
Sign Name and Title of Authorized Signatory	

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

Yes No

If yes, identify New York State Business(es) that will be used below. (If additional space is required, please attach.)

NYS Business Name	NYS Business Address

APPENDIX D

Non-Collusive Bidding Certification

APPENDIX D

REQUIRED BY SECTION 139-D OF THE STATE FINANCE LAW

BY SUBMISSION OF THIS BID, BIDDER AND EACH PERSON SIGNING ON BEHALF OF BIDDER CERTIFIES, AND IN THE CASE OF JOINT BID, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OF PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:

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

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

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

A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WHERE (1), (2), AND (3) ABOVE HAVE NOT BEEN COMPLIED WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FOREGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:

Subscribed to under penalty of perjury under the laws of the State of New York, this _____ day of _____, 20__ as the act and deed of said corporation or partnership

IF BIDDER(S) IS (ARE) A PARTNERSHIP, COMPLETE THE FOLLOWING:

NAMES OF PARTNERS OR PRINCIPALS

LEGAL RESIDENCE

IF BIDDER(S) IS (ARE) A CORPORATION, COMPLETE THE FOLLOWING:

NAME

LEGAL RESIDENCE

President:

Secretary:

Treasurer:

IDENTIFYING DATA:

Potential
Contractor

Address

Telephone

Title

If applicable, Responsible Corporate Officer

Name

Title

Signature

Joint or combined bids by companies or firms must be certified on behalf of each participant

Legal name of person, firm or corporation

Legal name of person, firm or corporation

By

By

APPENDIX E

DCJS Procurement Lobbying Guidelines

APPENDIX E
DCJS Procurement Lobbying Guidelines
Division of Criminal Justice Services
Summary of Policy and Prohibitions on Procurement Lobbying

Background:

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 solicitation includes and imposes certain restrictions on communications between a Governmental Entity 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 through final award and approval of the Procurement Contract by the Governmental Entity and, if applicable, 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 4 year period; the Offerer/bidder is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found at the OGS website:

<http://ogs.ny.gov/acpl>

Mandatory Submissions:

The Division of Criminal Justice Services’ Procurement Lobbying Guidelines are attached as APPENDIX E. The Offerer/Bidder must affirm that it understands and agrees to comply with DCJS’ procedures relative to the “ Affirmation of Understanding and Agreement pursuant to State Finance Law § 139-j (3) and § 139-j (6) (b)” by completing and submitting Attachment 1 to APPENDIX F.

The Offerer/Bidder must also complete and submit Attachment 2 to APPENDIX F, the “Offerer Disclosure of Prior Non-Responsibility Determinations” and Form 4, “Offerer’s Certification of Compliance with State Finance Law §139-k (5)” to APPENDIX F.

**DIVISION OF CRIMINAL JUSTICE SERVICES
PROCUREMENT LOBBYING GUIDELINES**

I. INTRODUCTION

These Guidelines, which have been issued pursuant to the New York State Finance Law, apply to all Division of Criminal Justice Services' ("DCJS") procurement contracts and limit certain types of communications between Offerers and DCJS during the Restricted Period of a Governmental Procurement. During the Restricted Period, an Offerer may communicate only with the person or persons designated by DCJS to receive communications regarding such Governmental Procurement.

II. STATUTORY DEFINITIONS

Article of Procurement	A commodity, service, technology, public work, construction, revenue contract, or the purchase, sale or lease of real property or an acquisition or granting of an interest in real property that is the subject of a governmental procurement.
Contact	Any oral, written or electronic communication with DCJS under circumstances where a reasonable person would infer that the communication was intended to influence the governmental procurement.
Governmental Entity	Includes New York State agencies, public benefit corporations, public authorities of which at least one member is appointed by the Governor, both houses of the New York State Assembly and Senate, the Unified Court System, and certain Industrial Development Agencies.
Governmental Procurement	(i) the preparation of terms of the specifications, bid documents, requests for proposals, or evaluations criteria for a procurement contract, (ii) solicitation for a procurement contract, (iii) evaluation of a procurement contract, (iv) award, approval, denial or disapproval of a procurement contract, or (v) approval or denial of an assignment, amendment (other than amendments that are authorized and payable under the terms of the procurement contract as it was finally awarded or approved by the Comptroller, as applicable), renewal or extension of a procurement contract, or any other material change in the procurement contract resulting in a financial benefit to the Offerer.
Offerer	The individual or entity, or any employee agent or consultant or person acting on behalf of such individual or entity, that contacts DCJS about a Governmental Procurement .
Procurement Contract	Any contract or other agreement for an Article of Procurement involving an estimated annualized expenditure in excess of \$15,000. Grants, Article Eleven-B State Finance Law Contracts, Intergovernmental Agreements, Railroad and Utility Force Accounts, Utility Relocation Project Agreements or Orders of Eminent Domain Transactions shall not be deemed Procurement Contracts in these Guidelines.
Restricted Period	The period of time commencing with the earliest date of written notice, advertisement or solicitation of a request for proposal,

invitation for bids, or solicitation of proposals, or any other method for soliciting a response from **Offerers** intending to result in a **Procurement Contract** with DCJS and, ending with the final contract award and approval by, where applicable, the Office of the State Comptroller.

III. EXEMPTIONS

While an **Offerer** shall only contact the person or persons who may be contacted by **Offerers** as designated by the governmental entity relative to the government procurement during the restricted period, certain communications are exempt from these Guidelines. These include: (i) submissions in response to an invitation for bid, a request for proposal or other solicitation, (ii) submissions of written questions to a designated contact set forth in an invitation for bid, request for proposal or other solicitation, (iii) participation in a conference provided for in an invitation for bid, request for proposal or other solicitation, (iv) contract negotiations, (v) inquiries regarding the factual status of a **Procurement Contract**, and (vi) complaints and protests regarding the procurement process and outcome.

IV. NEW YORK STATE LEGISLATURE OR LEGISLATIVE STAFF

Any communication received by DCJS from members of the New York State Legislature or legislative staff, when acting in their official capacity, shall not be considered a **Contact**.

V. VIOLATIONS

A violation of these Guidelines occurs when there is a **Contact** during the **Restricted Period** between the **Offerer** and someone other than the person or persons designated by DCJS to receive communications for the particular **Governmental Procurement**. This includes instances where the **Offerer Contacts** DCJS regarding **Governmental Procurements** of other **Governmental Entities**.

Attempts by an **Offerer** to influence a **Governmental Procurement** in a manner that would result in a violation of the Public Officers Law or Penal Law also shall also be a violation of these Guidelines.

VI. PROCEDURES

A. Notifying Vendors of Procurement Lobbying Guidelines

1. For each **Procurement Contract**, the DCJS Finance Office will designate a person or persons to receive communications from **Offerers** concerning the **Procurement Contract**.
2. The DCJS Finance Office will incorporate a summary of the policy and prohibitions regarding permissible communications during a **Governmental Procurement** in its documents relating to the **Procurement Contract** and provide a copy of these Guidelines in such documents.
3. The DCJS Finance Office shall seek written affirmation from all **Offerers** as to the **Offerer's** understanding of and agreement to comply with these Guidelines (Attachment 1).

B. Making Determinations of Responsibility

1. Prior to award of a **Procurement Contract**, DCJS must make a responsibility determination with respect to the **Offerer** to be recommended for the award of the contract based upon, among other things, the information supplied by that **Offerer**. The **Offerer** must disclose, using the **Offerer** Disclosure of Prior Non-

Responsibility Determinations Form (Attachment 2), whether it has been found non-responsible within the last four years by any **Governmental Entity** for: (1) failure to comply with State Finance Law §139-j; or (2) the intentional provision of false, inaccurate or incomplete information. This disclosure must be certified by the **Offerer** and must affirmatively state that the information supplied by the **Offerer** to DCJS is complete, true and accurate.

2. Any **Procurement Contract** award shall contain a certification by the **Offerer** that all information provided to DCJS is complete, true and accurate. Each DCJS contract shall contain a provision authorizing DCJS to terminate the contract in the event the certification is found to be intentionally false, intentionally incomplete, or intentionally inaccurate. DCJS will include in the procurement record a statement describing the basis for any action taken pursuant to such termination provision. Admissions by the **Offerer** of past findings of non-responsibility may constitute a basis for rejection of the **Offerer** by DCJS. DCJS shall include in the procurement record a statement describing the basis for any action taken pursuant to such termination provision. DCJS can award a contract to the **Offerer** despite the past findings of non-responsibility if it determines that the award of the **Procurement Contract** to the **Offerer** is necessary to protect public property or public health or safety, and that the **Offerer** is the only source capable of supplying the required **Articles of Procurement** within the necessary time frame. The basis of such a finding must be included in the procurement record of the **Procurement Contract**.

C. Recording of **Contacts**

1. All DCJS employees must record any **Contact**. As defined, a **Contact** is one from any person or entity that is intended to influence procurement. However, any communication received by DCJS from members of the New York State Legislature, or the Legislative Staffs, when acting in their official capacity, shall not be recorded.
2. Upon any **Contact** during the restricted period, DCJS shall obtain the name, address, telephone number, place of principal employment and occupation of the person or organization making the contact and inquire and record whether the person or organization making such contact was the Offerer or was retained, employed or designated by or on behalf of the offerer to appear before or contact DCJS about the governmental procurement. Contact may be initiated by parties with an interest in the procurement that are not necessarily connected directly to the Offerer. Contact may come in the form of telephone conversations, correspondence, electronic mail and person-to-person discussions. The Record of Procurement Contact Form should be used to record Contacts. The form is available on the DCJS Intranet homepage under “Policies and Procedures,” “Record of Procurement Contact.” The form should be completed by the DCJS employee and e-mailed to “dcjs.sm.procurement.law” an e-mail account on the DCJS internal e-mail system. This e-mail account will send the form to both the DCJS Finance Office and the DCJS Ethics Officer.
3. The exempted communications set forth in Article III need not be reported unless a reasonable person would infer that the communications were intended to influence the procurement.
4. If a DCJS employee is in doubt about whether a communication was intended to influence the **Governmental Procurement**, he or she should record the

communication on the Record of Procurement Contact Form and submit it to dcjs.sm.procurement.law for further investigation.

5. The DCJS Finance Office will be required to include all Records of Procurement Contact in the procurement record for the related **Procurement Contract**.

D. Investigation of Contacts/ Penalties for Violations

1. All reported Contacts will be immediately investigated by the DCJS Ethics Officer, or his or her designee. If the DCJS Ethics Officer finds sufficient cause to believe that an Offerer has violated these Guidelines, the Offerer will be notified in writing of the investigation and will be afforded an opportunity to respond to the alleged violation. Investigations will be completed as soon as practicable so as not to delay the progress of the Governmental Procurement.
2. If the DCJS Ethics Officer should find at the conclusion of the investigation that the Offerer knowingly and willfully made prohibited Contact in violation of these Guidelines, then the Offerer shall be disqualified as non-responsible, unless DCJS makes a finding that the award of the Procurement Contract to the Offerer is necessary to protect public property or public health or safety, and that the Offerer is the only source capable of supplying the required Article of Procurement within the necessary time frame. The basis of such a finding must be included in the procurement record of the Procurement Contract.

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)

Attachment 2: Offerer Disclosure of Prior Non-Responsibility Determinations

Form 4: Offerer's Certification of Compliance With State Finance Law §139-k(5)

ATTACHMENT 1
Offerer's Affirmation of Understanding of and Agreement pursuant to
State Finance Law §139-j (3) and §139-j (6) (b)

Background:

State Finance Law §139-j(6)(b) provides that:

Every Governmental Entity shall seek written affirmations from all Offerers as to the Offerer's understanding of and agreement to comply with the Governmental Entity's procedures relating to permissible contacts during a Governmental Procurement pursuant to subdivision three of this section.

Instructions:

A Governmental Entity must obtain the required affirmation of understanding and agreement to comply with procedures on procurement lobbying restrictions regarding permissible Contacts during the restricted period for a procurement contract in accordance with State Finance Law §§139-j and 139-k. This affirmation shall be obtained as early as possible in the procurement process, such as when the Offerer submits its proposal or bid.

I hereby affirm that I have read, understand and agree to comply with the Division of Criminal Justice Services' procedures related to permissible Contacts during a Governmental Procurement as required by State Finance Law §139-j (3) and §139-j (6) (b).

By: _____ Date: _____

Name: _____ (Please print)

Title: _____ (Please print)

Offerer
Name: _____

Offerer
Address: _____

Background:

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).

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).

Instructions:

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.

As an alternative to this form, the Governmental Entity may elect to incorporate this disclosure question into its procurement questionnaire, such as the New York State Standard Vendor Responsibility Questionnaire set out at <http://www.ogs.state.ny.us/procurecounc/pdfdoc/BestPractice.pdf>.

ATTACHMENT 2

Offerer Disclosure of Prior Non-Responsibility Determinations

Name of Individual or Entity Seeking to Enter into the Procurement Contract: _____

Address: _____

Name and Title of Person Submitting this Form: _____

Contract Procurement Number: _____

Date: _____

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle):

No

Yes

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle):

No

Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle):

No

Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity:

Date of Finding of Non-responsibility:

Basis of Finding of Non-Responsibility:

(Add additional pages as necessary)

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle):

No

Yes

6. If yes, please provide details below.

Governmental Entity: _____

Date of Termination or Withholding of Contract:

Basis of Termination or Withholding:

(Add additional pages as necessary)

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

By: _____ Date: _____
Signature

Name: _____ (Please print)

Title: _____ (Please print)

FORM 4
Offerer's Certification of Compliance
With State Finance Law §139-k(5)

Background:

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 Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

Instructions:

A Governmental Entity must obtain the required certification that the information is complete, true and accurate regarding any prior findings of non-responsibility, such as non-responsibility pursuant to State Finance Law §139-j. The Offerer must agree to the certification and provide it to the procuring Governmental Entity

The Offerer/Bidder shall submit the following certification with its bid.

Offerer Certification:

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

By: _____ Date: _____

Name: _____ (Please print)

Title: _____ (Please print)

Offerer's Name:

Offerer's Address:

APPENDIX K
NYS STANDARD VENDOR SUBMISSION

APPENDIX K

Vendor Responsibility Submission

Required Vendor Responsibility – VendRep System Process

All vendors *MUST* submit vendor responsibility information either via the OSC VendRep System or in hardcopy form. The New York State Division of Criminal Justice Services recommends that vendors file the required Vendor Responsibility Questionnaire online via the New York State VendRep System. However, vendors may choose to complete and submit a paper questionnaire. To enroll in and use the New York State Vend Rep System, see the Vend Rep System Instructions available at http://www.osc.state.ny.us/vendrep/vendor_index.htm or go directly to the VendRep System online at <https://portal.osc.state.ny.us> . For direct VendRep System user assistance, the Office of the State Comptroller’s Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at ciohelpdesk@osc.state.ny.us . Vendors opting to file a paper questionnaire may obtain the appropriate questionnaire from the VendRep website at https://www.osc.state.ny.us/vendrep/forms_vendor.htm or may contact the New York State Division of Criminal Justice Services at Purchase.questions@dcjs.ny.gov or the Office of the State Comptroller’s Help Desk noted above for a copy of the paper form.

Please indicate whether a Vendor Responsibility Questionnaire has been completed via the online VendRep System or a hard copy questionnaire labeled Appendix K has been included as part of this contract.

- Online Vendor Responsibility Questionnaire**
- Hard Copy Vendor Responsibility Questionnaire Attached and Labeled as Appendix K**

APPENDIX M

EO 177 Certification

APPENDIX M

EO 177 Certification

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

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

Generally, the Human Rights Law applies to:

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

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

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

Contractor:

By: _____

Name:

Title:

Date: _____, 20__

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

APPENDIX P

Sexual Harassment Prevention Certification

APPENDIX P

Sexual Harassment Prevention Certification

Pursuant to State Finance Law §139-1 bidder certifies 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 of section two hundred one-g of the labor 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.

Every bid made to the State or any public department or agency thereof, where competitive bidding is not required by statute, rule or regulation may contain, at the discretion of the department, agency or official, the certification required above.

Bidder Business Name:

Signature: _____

Print Signatory Name: _____

Date: _____

APPENDIX Q

DCJS Contract Award Protest Procedure

CONTRACT AWARD PROTEST PROCEDURE
FOR CONTRACTS AWARDED BY
THE DIVISION OF CRIMINAL JUSTICE SERVICES

Section 1	Applicability
Section 2	Definitions
Section 3	General Requirements
Section 4	Protest Procedure
Section 5	Appeals

1. Applicability

Consistent with the provisions of the Procurement Lobbying Law (State Finance Law §139-j), it is the policy of the Division of Criminal Justice Services (DCJS) to identify a sole Procurement Contact to receive all inquiries during an identified procurement period. DCJS will attempt to resolve inquiries submitted to the identified sole Procurement Contact, and will advise parties initiating such inquiries of the existence of this formal protest policy should the informal process fail to resolve the matter. **Final agency determinations or recommendations for award will not be reconsidered by DCJS unless a formal written protest is timely filed according to the procedures specified below. The procedures below must be used** which set forth the procedure to be utilized when an interested party challenges a contract award by DCJS. These guidelines apply to all contract awards by DCJS, including sole source procurements, single source procurements, emergency procurements and procurements awarded after a mini-bid process.

2. Definitions

(a) "Offerer" mean an individual or entity who has submitted an offer in response to a solicitation for commodities or services issued by DCJS.

(b) "Responsive Offerer" means a Bidder or Offerer meeting all of the minimum specifications and requirements as prescribed in a solicitation for commodities or services by DCJS.

(c) "Successful Offerer" means the responsive Bidder or Offerer which receives written notification from DCJS indicating that its bid or offer has been accepted.

(d) "Interested party" means a participant in the procurement process and those who would be bona fide participants but whose participation in the procurement process has been foreclosed by the actions of DCJS.

(e) "Contract award" is a written determination from DCJS to an Offerer indicating that the DCJS has accepted its bid or offer (see State Finance Law §163(10)(a)).

(f) "Emergency" means an urgent and unexpected requirement where health and public safety or the conservation of public resources is at risk (see State Finance Law §163(1)(b)).

(g) "Mini-bid process" is an abbreviated bid and selection process for individual agency projects utilizing a list of prequalified vendors on a back drop contract

(h) "Back drop contract" means a contract consisting of a pool of prequalified vendors who are eligible to participate in a secondary mini-bid award process, or other specified selection process.

(i) "Single source" means a procurement in which although two or more Offerers can supply the required commodities or services, DCJS, upon written findings setting forth the material and substantial reasons therefor, awards the contract to one Offerer over the other (see State Finance Law §163(1)(h)).

(j) "Sole source" means a procurement in which only one Offerer is capable of supplying the required commodities or services (see, State Finance Law §163(1)(g)).

(k) "Protest" means a written challenge to a contract award by DCJS.

(l) "Comptroller" means the Comptroller of the State of New York, as well as his or her designee.

(m) "Commissioner" means the Commissioner of the Division of Criminal Justice Services, an agency of the State of New York, as well as his or her designee.

3. General Requirements

(a) Any solicitation issued by DCJS with respect to a contract award subject to these guidelines, including an Invitation for Bid, a Request for Proposal, or other similar document, shall provide notice that any interested party may protest the contract award. Such notice shall indicate that a protest of a contract award is to be filed with the DCJS Director of Financial Administration at:

**Director, Financial Administration
New York State Division of Criminal Justice Services
Alfred E. Smith Office Building, 10th Floor
80 South Swan Street
Albany, NY 12210**

The solicitation must include a copy of these guidelines, or advise Offerers that a copy of these guidelines will be provided to the Offerer upon request.

(b) All Offerers shall be given written notice of the contract award or of a proposed award. Any unsuccessful Offerer, upon request, must be afforded an opportunity for a debriefing at least five business days prior to the date by which any protest must be filed. Notwithstanding the foregoing, in any case where DCJS has reduced the time period for the filing of a protest in accordance with section 4(a) of these guidelines, DCJS shall provide in the solicitation for a reasonable and appropriate method

to debrief the Offerers in a timely manner. An Offerer's failure to request a debriefing in a timely fashion shall not cause an extension of the time period within which a protest must be filed.

(c) A protest must be in writing and must contain specific factual and/or legal allegations setting forth the basis on which the protesting party challenges the contract award by the DCJS. A formal protest must include:

- (i) a statement of all legal and/or factual grounds for disagreement with a DCJS specification or purchasing determination;
- (ii) a description of all remedies or relief requested; and
- (iii) copies of all applicable supporting documentation

(d) Any interested party will be given the opportunity to participate in the protest procedure.

(e) The DCJS Director of Financial Administration may, in his or her sole discretion, waive any deadline or requirement set forth in these guidelines, or consider any materials, submitted in writing, beyond the time periods set forth in these guidelines.

(f) Where the DCJS Director of Financial Administration deems appropriate, the DCJS Director of Financial Administration may require the protesting party, the procuring Division of DCJS, DCJS staff involved in the procurement, the successful Offerer, or any other interested party, to address and/or submit further information with respect to additional issues raised by the DCJS Director of Financial Administration review of the procurement.

(g) Nothing herein shall preclude the DCJS Director of Financial Administration from obtaining information relevant to the procurement from any other source, as he or she deems appropriate.

4. Protest Procedure

(a) Any interested party may file a protest with the DCJS Director of Financial Administration within ten business days from the date of the notice by DCJS of the contract award, except that:

- (i) any protest concerning the terms and conditions of the solicitation or other matters that would be apparent to an interested party prior to the date set in the solicitation for the receipt of bids including but not limited to matters concerning errors, omissions or prejudice in the bid specifications or documents must be filed on or before the date set in the solicitation for the receipt of bids or proposals; and
- (ii) where DCJS determines that sufficient circumstances exist DCJS may set forth a different time period for filing protests in the solicitation.

Any filing deadlines may be waived by the DCJS Director of Financial Administration pursuant to section 3(e) of these guidelines. A formal protest must be submitted in writing to DCJS, by surface mail addressed to the DCJS Director of Financial Administration pursuant to section 3(a) above, or, where permitted in the solicitation, by facsimile or e-mail transmission. The following statement must

be clearly and prominently displayed on the envelope or package or header of electronic or facsimile transmittal: "Bid Protest of DCJS Solicitation (Reference Number)".

(b) The DCJS Director of Financial Administration shall refer any protest either to an individual employee or group of employees of DCJS, or to an independent hearing officer who is not an employee of DCJS. The decision regarding to whom the bid protests is referred shall be in the sole discretion of the DCJS Director of Financial Administration. Where the protest is referred to a DCJS employee or a group of DCJS employees, no such employee may have been actively involved in the procurement process being protested.

(c) The DCJS Director of Financial Administration will provide a copy of any protest filed to the successful Offerer.

(d) The DCJS Director of Financial Administration may summarily deny a protest that fails to contain specific factual or legal allegations, or raises only issues of law that have already been decided by the Courts or by the Comptroller of the State of New York.

(e) Except where the DCJS Director of Financial Administration summarily denies the protest, the procuring Division of DCJS shall file an answer to the protest within seven business days of the filing of the protest. The answer to the protest should address all the factual and legal allegations contained in the protest. A copy of the answer filed by the procuring Division of DCJS shall be delivered to the protester and the successful Offerer. The successful Offerer may, but shall not be required to, file an answer to the protest. Any answer by the successful Offerer must be filed with the DCJS Director of Financial Administration no later than the date that the procuring Division of DCJS is required to file its answer. If the successful Offerer chooses to file an answer, it must deliver a copy of such answer to the procuring Division of DCJS and the protester, and its answer must contain an affirmation as to such delivery.

(f) The protesting party may, but is not required to, file a reply to the answer of the procuring Division of DCJS and the successful Offerer. Such reply shall be filed with the DCJS Director of Financial Administration no later than five business days after the date that the procuring Division of DCJS answer is filed. A copy of such reply shall also be delivered to the successful Offerer, and the protester's reply must contain an affirmation as to such delivery.

(g) Upon the DCJS Director of Financial Administration's own initiative, or upon request of any participant in the protest process, the DCJS Director of Financial Administration may in his or her sole discretion act on an expedited basis, upon written notification to the interested parties, in which case the DCJS Director of Financial Administration will advise all participants of filing deadlines.

(h) During the time period in which a protest may be filed, or during the resolution of a pending protest, DCJS may negotiate terms and conditions of the contract with the successful Offerer. However, a contract will not be approved by the Office of the State Comptroller Bureau of Contracts before the expiration of the time period for filing a protest, or, if a protest has been filed, before the resolution of the protest.

(i) The person or persons designated by the DCJS Director of Financial Administration to consider the protest shall review all of the filings submitted by the parties, and the procurement record, and shall prepare a written recommendation to the DCJS Director of Financial Administration, or his or her designee, addressing all of the issues that have been raised by the protest.

(j) The person or persons designated by the DCJS Director of Financial Administration to consider the protest shall determine whether, in addition to the review of the filings submitted by the

parties and the procurement record, it is necessary to conduct a fact finding hearing. The person or persons so designated shall decide the level of formality of such a hearing.

(k) The DCJS Director of Financial Administration, or his or her designee, may accept, modify or reject such recommendation.

(l) In making his or her determination with regard to the protest, the DCJS Director of Financial Administration, or his or her designee, may, in his or her sole discretion, consider any additional material and relevant information from any source relating to the allegations set forth in the protest.

(m) All parties that have participated in the protest, as well as the original successful Offerer, shall be provided with a copy of the final determination of the DCJS Director of Financial Administration, or his or her designee. The determination shall be made part of the procurement record.

5. Appeals

(a) The protest determination of the DCJS Director of Financial Administration shall be deemed a final and conclusive agency determination unless a written notice of appeal is received no more than five business days after the date the final protest decision is sent to the Offerer. Such notice of appeal must be filed in writing at the address set forth below:

Commissioner
New York State Division of Criminal Justice Services
Reference: Bid Protest of DCJS Solicitation (*provide procurement reference number*)
Alfred E. Smith Office Building, 8th Floor
80 South Swan Street
Albany, NY 12210

(b) The Commissioner shall hear and make a final written determination on all appeals within ten business days of the date the Appeal is received. The Commissioner may designate a person or persons to act on his or her behalf.

(c) A formal protest appeal may not introduce new facts unless responding to issues newly raised as a result of the final protest determination.