



Division of Criminal Justice Services

BCPO Job Task Analysis

RFP BCPO JTA 2025-04

ATTACHMENTS

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**ATTACHMENT 1A
COMPLETE PROPOSAL REQUIREMENT CHECKLIST**

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A successful proposal will be submitted in the packages and order listed below. Each Proposal Package must be submitted separately.

TECHNICAL PROPOSAL		
Volume 1 – Technical	RFP Section	Included w/ Submission (to be checked by Bidder)
Attachment B: Mandatory Requirement	4.2	<input type="checkbox"/>
Attachment C: Technical Proposal Response Form	5.1	<input type="checkbox"/>
Attachment D: Reserved	5.2	<input type="checkbox"/>
ADMINISTRATIVE REQUIREMENTS		
Volume 2 – Administrative	RFP Section	Included w/ Submission (to be checked by Bidder)
Attachment F: Formal Offer Letter	7.1	<input type="checkbox"/>
Attachment 1A: Complete Proposal Requirement Checklist	N/A	<input type="checkbox"/>
Attachment A: Firm Information Form and Attestation	4.1	<input type="checkbox"/>
Offerer's Proposed Extraneous terms, if applicable	7.6	<input type="checkbox"/>
Notification of Exemption from Disclosure under FOIL, if applicable	7.7	<input type="checkbox"/>
Appendix C: Encouraging Use of New York State Businesses in Contract Performance	7.4	<input type="checkbox"/>
Appendix D: Non-Collusive Bidding Certification	7.2	<input type="checkbox"/>
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)	7.3 1	<input type="checkbox"/>
Appendix F: Attachment 2 - Offerer Disclosure of Prior Non-Responsibility Determinations	7.3.1	<input type="checkbox"/>
Appendix F: Form 4- Offerer's Certification of Compliance With State Finance Law §139-k(5)	7.3.1	<input type="checkbox"/>
Appendix M: EO 177 Certification	7.8	<input type="checkbox"/>
Appendix P: Sexual Harassment Prevention Certification	7.9	<input type="checkbox"/>
Appendix Q: EO 16 Certification	7.10	<input type="checkbox"/>
Appendix R: Workplace and Gender Based Violence Prevention Certification	7.11	<input type="checkbox"/>
FINANCIAL PROPOSAL		
Volume 3 – Cost	RFP Section	Included w/ Submission (to be checked by Bidder)
Attachment E: Financial Response Form	6.0	<input type="checkbox"/>

ATTACHMENT A
FIRM INFORMATION FORM AND ATTESTATION

Information Regarding the Firm

Firm Name: _____

Address: _____

Phone #: _____ Web Address: _____

Federal ID number _____

Primary Contact Concerning the Proposal Information

Name: _____

Phone #: _____

E-Mail Address: _____

The contact person provided is expected to have responsibility for communications with the State, regarding the information provided in the bid. Any change in this designation must be submitted in writing to the State.

Attestations

The Bidder agrees to the following as outlined in RFP Section 4.1 and 4.2:

1. The Bidder can respond rapidly and effectively to the requests by DCJS for the purposes of clarification of information.

☐ Yes ☐ No

2. The Bidder shall represent and warrant, that it is authorized to do business in the State of New York.

☐ Yes ☐ No

3. 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. Bidder shall notify DCJS immediately in the event that there is any change in the above corporate status during the term of the Contract.

☐ Yes ☐ No

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4. 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

5. Qualifying Attestation: The Bidder shall represent and warrant that it will complete deliverables #1 - #13 outlined in RFP Section 3.2.

☐ 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 MANDATORY REQUIREMENTS: BIDDER EXPERIENCE

Qualifying Attestation: In accordance with the qualifying criteria outlined in RFP **Section 4.2.**, your organization must meet the following requirements:

Mandatory Requirement	Yes	No
The Bidder shall represent and warrant that it possesses adequate staffing resources for successful completion of this contract.		

<p>Provide a minimum of two (2) government clients (e.g., state standards and training bureaus (POSTs), or large municipal agencies that employed 1,000 or more sworn Police Officers at the time of the Services provided) within the last five (5) years from the date of issuance of the RFP as described in Section 4.2.</p> <p>NOTE: The Bidder may submit the information of a third reference that meets the Qualifying Requirement 4.2 as an alternative reference in the event that the primary references fail to respond to DCJS outreach.</p> <p>Clients provided will be contacted to verify information and quality and satisfaction of the work provided to the client as described in Section 5.2.</p>	<div style="margin-bottom: 20px;"> <p>Client #1</p> <p>Firm Name: _____</p> <p>Address: _____</p> <p>Client Contact Name: _____</p> <p>Phone #: _____</p> <p>E-mail address: _____</p> <p>Alternate Contact Name: _____</p> <p>Alternate Phone #: _____</p> <p>Alternate e-mail address: _____</p> </div> <div style="margin-bottom: 20px;"> <p>Client #2</p> <p>Firm Name: _____</p> <p>Address: _____</p> <p>Client Contact Name: _____</p> <p>Phone # : _____</p> <p>E-mail address: _____</p> <p>Alternate Contact Name: _____</p> <p>Alternate Phone #: _____</p> <p>Alternate e-mail address: _____</p> </div> <div> <p>Alternate Client</p> <p>Firm Name: _____</p> <p>Address: _____</p> <p>Client Contact Name: _____</p> <p>Phone # : _____</p> <p>E-mail address: _____</p> <p>Alternate Contact Name: _____</p> <p>Alternate Phone #: _____</p> <p>Alternate e-mail address: _____</p> </div>
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ATTACHMENT C
TECHNICAL PROPOSAL RESPONSE FORM

This section outlines specific requirements the Bidder should address to receive technical evaluation points in response to this proposal. The Bidder should provide all information requested and must be as specific as possible to ensure DCJS can score the Bidder's response appropriately. Incomplete or vague responses will negatively impact the technical score.

Bidder must submit a detailed description of each feature as listed in section 5.1 of this RFP.

If preferred, Bidder may attach additional response documents and reference the attachments in the corresponding response fields below. The Bidder is not limited to the defined spaces below.

- | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. The Vendor will detail any experience in developing a list of job tasks and core competencies that a police officer may be required to possess or perform during the course of their duties for Phase 1: Task Inventory and Survey Instrument – Deliverables 1, 2, and 3. |
| |
| 2. The Vendor will provide a detailed plan to develop a list of tasks and core competencies of a police officer in New York State who serves in a basic law enforcement, non-specialized role within their agency may be called upon to perform for Phase 1: Task Inventory and Survey Instrument – Deliverables 1, 2, and 3. |
| |

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3. The Vendor will provide a summary of their experience in preparing an electronic survey instrument, provide an example – or portion thereof (if a portion is provided, such portion should be sufficient to conduct an evaluation of the instrument's measure of the depth and breadth of the job duties of a police officer)-- of a previously developed instrument, and will summarize the proposed response scale to be utilized to measure and identify essential job-tasks and the important core competencies for Phase 1: Task Inventory and Survey Instrument – Deliverable

4. Phase 1 - The proposal for this phase shall include a description of the process the Vendor will employ to develop a job task analysis survey instrument for the purpose of identifying the essential job tasks and core competencies of police officers in New York State. A proposed timeline for Phase 1 work deliverables shall also be included. See requirement 5.1 A.3 for more information.

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5. The Vendor will provide a summary of any experience in developing a stratified sample of survey participants for dissemination of the JTA survey instrument. The vendor will also describe the methodology that will be used to develop a stratified sample of law enforcement agencies across New York State and how the vendor will account for the New York City Police Department agency data and its effects on the sampling process for Phase 2: Representative Sampling and Data Collection – Deliverable 5.

6. The Vendor will describe the method to be employed to administer the survey instrument, collect survey data from the sample, and associated technical support necessary to successfully implement the collection of survey responses for Phase 2: Representative Sampling and Data Collection – Deliverables 6,7,8 and 9.

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7. Phase 2 - The proposal for this phase shall include a description of the process the vendor will utilize to develop a representative sample of police officers in New York State – accounting for the New York City Police Department in the sample -- and the method to be employed to administer the survey instrument and monitor the collection of data. Included in the description will be any vendor responsibilities including technical support and expected OPS responsibilities associated with stratifying a sample size and administering the survey. A proposed timeline for Phase 2 work deliverables shall also be included. (See Attachment H document of agencies who employ police officers required to complete the Basic Course for Police Officers. Included in the document is the number of officers per agency and corresponding Training Zone the agency operates within and a map of the breakdown of training zones across New York State.)

8. The Vendor will detail any experience in creating a content-valid framework of instructional objectives based on results of the JTA and will detail the process to be employed by which these learning objectives are identified as required for Phase 3: Analysis and Report – Deliverable 11.

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9. The Vendor will summarize any experience in developing a detailed report that summarizes the core task and competency findings of the survey results of a similar job task analysis project and detail the types of information that will be included in the report to be prepared for Phase 3: Analysis and Report – Deliverable 12. An example report should be provided.

10. Phase 3 - The proposal for this phase shall include a description of the format and content that the Vendor will include in the final report, including a proposed timeline for Phase 3 work deliverables.

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11. The Vendor will provide a description of technical assistance that will ensure the successful implementation and organization of the identified learning objectives into the Basic Course for Police Officers for Phase 4: Post Analysis Technical Assistance – Deliverable 13.

12. The Vendor will provide a detailed timeline for each of the phases and related tasks for each deliverable.

13. Phase 4 - The proposal for this phase will include a description of the level of technical assistance to be provided that will ensure the successful transfer of the analysis of the JTA results to the BCPO curriculum learning objectives.

**ATTACHMENT D
RESERVED**

ATTACHMENT E
FINANCIAL RESPONSE FORM

BCPO Job Task Analysis

Bidder's Name: _____

Phase	Quantity	Cost	Total Cost = Quantity X Cost
Phase 1: Task Inventory and Survey Instrument	1		
Phase 2: Representative Sampling and Data Collection	1		
Phase 3: Analysis and Report	1		
Phase 4: Post Analysis Technical Assistance (Monthly, to be provided for one year)	12		
Proposal Total Cost:			

**ATTACHMENT F
FORMAL OFFER LETTER
TO BE COMPLETED ON OFFERER'S LETTERHEAD**

Date

Procurement Officer, Office of Budget and Finance
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: BCPO Job Task Analysis RFP #DCJS 2025-04
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) #DCJS 2025-04 by the New York State Division of Criminal Justice Services for the BCPO Job Task Analysis. 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 five (5) years 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] complete offer is set forth in three, separately bound volumes as follows:

<u>Technical Proposal:</u>	Total of 2 hard copy volumes, with 1 electronic copy on a Portable USB Drive
<u>Administrative Proposal:</u>	Total of 2 hard copy volumes, with 1 electronic copy on a Portable USB Drive
<u>Financial Proposal:</u>	Total of 2 hard copy volumes, with 1 electronic copy on a Portable USB Drive

[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]

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Bidder Name: _____

Bidder Address: _____

Telephone Number: _____

Email address: _____

Contract Administrator Name and Title: _____

List restrictions, if any, under which the Bidder's primary negotiators will operate during contract negotiations:

Please complete one of the following acknowledgements based on your type of business:

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

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ATTACHMENT G
QUESTIONS TEMPLATE
BCPO Job Task Analysis

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

RFP Page Number	RFP Part, Section & Paragraph Reference	Question(s)

Please submit to: DCJSprocurement@DCJS.ny.gov

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ATTACHMENT H
POLICE OFFICERS BY AGENCY AND TRAINING ZONE
BCPO Job Task Analysis

Organization Name	Number of Officers	Training Zone
Adams Village Police Department 442220H	6	Z08
Addison Village Police Department 445020Z	4	Z12
Afton Village Police Department 440820N	5	Z06
Akron Village Police Department 441432K	18	Z10
Albany City Police Department 420101H	260	Z05
Albany County District Attorney 500101H	11	Z05
Albany County Sheriff's Office 410101R	143	Z05
Albion Village Police Department 443620Y	12	Z10
Alexandria Bay Village Police Department 442221Q	10	Z08
Alfred Village Police Department 440220R	10	Z13
Allegany County District Attorney 500221N	1	Z13
Allegany County Sheriff's Office 410221M	23	Z13
Allegany Village Police Department 440420M	13	Z13
Altamont Village Police Department 440121M	11	Z05
Amherst Town Police Department 431451Y	150	Z10
Amityville Village Police Department 445120L	26	Z01
Amsterdam City Police Department 422801H	40	Z05
Amtrak Police/National Railroad Passenger Corp. 477504Q	63	Z02
Andover Village Police Department 440222N	9	Z13
Angelica Village Police Department 440223L	5	Z13
Arcade Village Police Department 446020Y	12	Z10
Ardshley Village Police Department 445924Q	18	Z03
Asharoken Village Police Department 445144R	12	Z01
Athens Village Police Department 441920L	10	Z14
Attica Village Police Department 446021M	13	Z10
Auburn City Police Department 420501Z	66	Z07
Avon Village Police Department 442520Q	9	Z11
Bainbridge Village Police Department 440821L	2	Z06
Baldwinsville Village Police Department 443327N	13	Z07
Ballston Spa Village Police Department 444520R	22	Z05
Batavia City Police Department 421801M	36	Z10
Bath Village Police Department 445022P	17	Z12
Beacon City Police Department 421301Z	30	Z14
Bedford Town Police Department 435950L	37	Z03
Belmont Village Police Department 440221P	7	Z13
Bethlehem Town Police Department 430151K	36	Z05
Binghamton City Police Department 420301N	135	Z06

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Organization Name	Number of Officers	Training Zone
Black River Village Police Department 442234R	2	Z08
Blasdell Village Police Department 441429L	36	Z10
Blooming Grove Town Police Department 433550J	24	Z04
Bolivar Village Police Department 440224J	3	Z13
Bolton Town Police Department 435650N	5	Z05
Boonville Village Police Department 443221L	6	Z07
Brant Town Police Department 431454Z	13	Z10
Brewster Village Police Department 443921T	25	Z03
Briarcliff Manor Village Police Department 445931H	20	Z03
Brighton Town Police Department 432750J	43	Z11
Broadalbin Village Police Department 441723K	18	Z05
Brockport Village Police Department 442728R	14	Z11
Bronx County District Attorney 506201N	43	Z02
Bronxville Village Police Department 445922J	25	Z03
Brookville Village Police Department	18	Z01
Broome County District Attorney 500301N	9	Z06
Broome County Sheriff's Office 410301M	95	Z06
Brownville Village Police Department 442223M	2	Z08
Buchanan Village Police Department 445941Y	6	Z03
Buffalo City Police Department 421401L	805	Z10
CPKC Railroad Police Department	1	Z05
CSX Transportation 477502J	8	Z05
Cairo Town Police Department 431952Q	11	Z14
Caledonia Village Police Department 442521Y	8	Z11
Cambridge Village Police Department 445721Q	30	Z05
Camden Village Police Department 443223H	7	Z07
Camillus Town & Village Police Department 433350Y	35	Z07
Canajoharie Village Police Department 442822K	15	Z05
Canandaigua City Police Department 423429K	31	Z11
Canastota Village Police Department 442626H	18	Z07
Candor Village Police Department 445321P	3	Z06
Canisteo Village Police Department 445024L	6	Z12
Canton Village Police Department 444420Y	10	Z08
Cape Vincent Village Police Department 442226R	3	Z08
Carmel Town Police Department 433950K	36	Z03
Carroll Town Police Department 430652M	5	Z13
Carthage Village Police Department 442238J	6	Z08
Catskill Village Police Department 441921J	15	Z14
Cattaraugus County Sheriff's Office 410425K	113	Z13
Cattaraugus Village Police Department 440426L	3	Z13
Cayuga County District Attorney 500501Z	3	Z07

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Organization Name	Number of Officers	Training Zone
Cayuga County Sheriff's Office 410501H	40	Z07
Cayuga Heights Village Police Department 445425K	13	Z06
Cazenovia Village Police Department 442621R	12	Z07
Central Square Village Police Department 443723L	18	Z07
Centre Island Village Police Department 442947R	7	Z01
Chatham Village Police Department 441020R	18	Z14
Chautauqua County District Attorney 500622M	3	Z13
Chautauqua County Sheriff's Office 410622L	126	Z13
Cheektowaga Town Police Department 431455R	123	Z10
Chemung County District Attorney 500701Y	2	Z12
Chemung County Sheriff's Office 410701N	44	Z12
Chenango County Sheriff's Office 410824N	30	Z06
Chester Town Police Department 433551H	23	Z04
Chester Village Police Department 443521J	16	Z04
Chittenango Village Police Department 442629M	20	Z07
Cicero Town Police Department 433351M	29	Z07
Clarkstown Town Police Department 434350J	151	Z04
Clayton Village Police Department 442228N	4	Z08
Clifton Springs Village Police Department 443421R	2	Z11
Clinton County District Attorney 500901J	2	Z09
Clinton County Sheriff's Office 410901Z	26	Z09
Clyde Village Police Department 445822R	5	Z11
Cobleskill Village Police Department 444720M	11	Z05
Coeymans Town Police Department 430152Z	13	Z05
Cohocton Town Police Department 435025Z	2	Z12
Cohoes City Police Department 420102Q	34	Z05
Colchester Town Police Department 431252R	8	Z06
Cold Spring Village Police Department 443920M	14	Z03
Colonie Town Police Department 430153R	118	Z05
Columbia County Sheriff's Office 411001J	61	Z14
Cooperstown Village Police Department 443824M	7	Z06
Corfu Village Police Department 441825J	12	Z10
Corning City Police Department 425001M	20	Z12
Cornwall Town Police Department 433552Q	17	Z04
Cornwall on Hudson Village Police Department 443552R	12	Z04
Cortland City Police Department 421101N	48	Z06
Cortland County Sheriff's Office 411101M	47	Z06
Coxsackie Village Police Department 441922H	15	Z14
Crawford Town Police Department 433566P	26	Z04
Croton on Hudson Village Police Department 445921L	22	Z03
Cuba Town Police Department 430226P	17	Z13

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Organization Name	Number of Officers	Training Zone
Dansville Village Police Department 442527N	10	Z11
DeWitt Town Police Department 433353Z	39	Z07
Deerpark Town Police Department 433554M	19	Z04
Delaware County District Attorney 501254M	2	Z06
Delaware County Sheriff's Office 411221H	25	Z06
Delhi Village Police Department 441221K	19	Z06
Depew Village Police Department 441405Q	32	Z10
Dexter Village Police Department 442224K	3	Z08
Dobbs Ferry Village Police Department 445925Y	26	Z03
Dolgeville Village Police Department 441722M	13	Z07
Dryden Village Police Department 445420J	10	Z06
Dunkirk City Police Department 420601L	37	Z13
Durham Town Police Department 431955K	4	Z14
Dutchess County District Attorney 501302R	9	Z14
Dutchess County Sheriff's Office 411302Q	133	Z14
East Aurora/Aurora Town Police Department 441422Y	18	Z10
East Fishkill Town Police Department 431354Q	27	Z14
East Greenbush Town Police Department 434152K	27	Z05
East Hampton Town Police Department 435152Q	69	Z01
East Hampton Village Police Department 445132Y	27	Z01
East Rochester Village Police Department 442724Y	14	Z11
Eastchester Town Police Department 435952H	50	Z03
Eden Town Police Department 431461K	21	Z10
Ellenville Village Police Department 445526L	16	Z14
Ellicott Town Police Department 430659J	20	Z13
Ellicottville Town Police Department 440423R	16	Z13
Elmira City Police Department 420701Y	72	Z12
Elmira Heights Village Police Department 440721Z	11	Z12
Elmira Town Traffic District #1 430759M	9	Z12
Elmsford Village Police Department 445939N	21	Z03
Endicott Village Police Department 440302N	38	Z06
Erie County District Attorney 501401L	16	Z10
Erie County Sheriff's Office 411401K	216	Z10
Essex County District Attorney 501554K	1	Z09
Essex County Sheriff's Office 411521Q	24	Z09
Evans Town Police Department 431463R	32	Z10
Fairport Village Police Department 442725M	9	Z11
Fallsburg Town Police Department 435254P	22	Z04
Fishkill Town Police Department 431320Y	52	Z14
Fishkill Village Police Department 441320P	24	Z14
Floral Park Village Police Department 442903Z	34	Z01

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Organization Name	Number of Officers	Training Zone
Florida Village Police Department 443534K	15	Z04
Fort Plain Village Police Department 442824R	14	Z05
Frankfort Town Police Department 432121M	18	Z07
Frankfort Village Police Department 442121N	8	Z07
Franklin County District Attorney 501664J	2	Z09
Franklin County Sheriff's Office 411624N	5	Z09
Franklinville Village Police Department 440424P	10	Z13
Fredonia Village Police Department 440629L	18	Z13
Freeport Village Police Department 442904R	104	Z01
Friendship Town Police Department 430265M	7	Z13
Fulton City Police Department 423701K	32	Z07
Fulton County Sheriff's Office 411702R	42	Z05
Galway Village Police Department 444522N	1	Z05
Garden City Village Police Department 442905P	55	Z01
Gates Town Police Department 432753Y	35	Z11
Geddes Town Police Department 433356N	22	Z07
Genesee County District Attorney 501801M	1	Z10
Genesee County Sheriff's Office 411801L	71	Z10
Geneseo Village Police Department 442522M	12	Z11
Geneva City Police Department 423402K	32	Z11
Glen Cove City Police Department 422901K	57	Z01
Glen Park Village Police Department 442225Z	2	Z08
Glens Falls City Police Department 425601Z	30	Z05
Glenville Town Police Department 434651Q	27	Z05
Gloversville City Police Department 421701J	36	Z05
Goshen Town Police Department 433570M	14	Z04
Goshen Village Police Department 443523Q	31	Z04
Gouverneur Village Police Department 444423Z	6	Z08
Gowanda Village Police Department 440426R	26	Z13
Grand Island Town Police Department 431464P	24	Z10
Granville Village Police Department 445725Z	13	Z05
Great Neck Estates Village Police Department 442933H	14	Z01
Greece Town Police Department 432754M	92	Z11
Green Island Village Police Department 440120Y	26	Z05
Greenburgh Town Police Department 435953Q	116	Z03
Greene County District Attorney 501953N	1	Z14
Greene County Sheriff's Office 411921R	62	Z14
Greene Village Police Department 440822J	6	Z06
Greenport Town Police Department 431060L	5	Z14
Greenwich Village Police Department 445722Y	13	Z05
Greenwood Lake Village Police Department 443533M	26	Z04

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Organization Name	Number of Officers	Training Zone
Groton Village Police Department 445422Q	10	Z06
Guilderland Town Police Department 430155N	42	Z05
Hamburg Town Police Department 431465N	67	Z10
Hamburg Village Police Department 441430Y	14	Z10
Hamilton County Sheriff's Office 412055J	8	Z07
Hamilton Village Police Department 442625J	10	Z07
Hammondsport Village Police Department 445028Y	2	Z12
Hancock Village Police Department 441224P	9	Z06
Harriman Village Police Department 443570N	9	Z04
Harrison Town Police Department 435954Y	84	Z03
Hastings-on-Hudson Village Police Department 445926M	20	Z03
Haverstraw Town Police Department 434351H	72	Z04
Head of the Harbor Village Police Department 445146N	38	Z01
Hempstead Village Police Department 442906N	125	Z01
Herkimer County District Attorney 502155N	1	Z07
Herkimer County Sheriff's Office 412124P	19	Z07
Herkimer Village Police Department 442124H	23	Z07
Highland Falls Village Police Department 443524Y	14	Z04
Highlands Town Police Department 433558P	19	Z04
Holley Village Police Department 443621M	11	Z10
Homer Village Police Department 441120J	22	Z06
Hoosick Falls Village Police Department 444120Q	16	Z05
Hornell City Police Department 425002K	24	Z12
Horseheads Village Police Department 440722R	12	Z12
Hudson City Police Department 421001K	23	Z14
Hudson Falls Village Police Department 445726R	18	Z05
Hunter Town Police Department 431923P	10	Z14
Huntington Bay Village Police Department 445136R	13	Z01
Hyde Park Town Police Department 431356M	26	Z14
Ilion Village Police Department 442101K	19	Z07
Independence Town Police Department 430270H	2	Z13
Inlet Town Police Department 432054N	10	Z07
Interlaken Village Police Department 444920H	3	Z11
Irondequoit Town Police Department 432757R	52	Z11
Irvington Village Police Department 445927K	21	Z03
Ithaca City Police Department 425401N	60	Z06
Jamestown City Police Department 420602J	60	Z13
Jefferson County District Attorney 502201L	4	Z08
Jefferson County Sheriff's Office 412201K	41	Z08
Johnson City Village Police Department 440303L	46	Z06
Johnstown City Police Department 421702H	26	Z05

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Organization Name	Number of Officers	Training Zone
Jordan Village Police Department 443324Z	7	Z07
Kenmore Village Police Department 441404H	23	Z10
Kensington Village Police Department 442941H	5	Z01
Kent Town Police Department 433951Z	20	Z03
Kings County District Attorney 502301Y	82	Z02
Kings Point Village Police Department 442944M	17	Z01
Kingston City Police Department 425501Q	78	Z14
Kirkland Town Police Department 433260H	10	Z07
Lackawanna City Police Department 421402J	45	Z10
Lake Placid Village Police Department 441523P	11	Z09
Lake Success Village Police Department 442963R	19	Z01
Lakewood Busti Police Department 440620H	17	Z13
Lancaster Town Police Department 431467J	55	Z10
Larchmont Village Police Department 445929R	23	Z03
LeRoy Village Police Department 441823N	18	Z10
Lewis County District Attorney 502424Y	1	Z08
Lewis County Sheriff's Office 412424N	28	Z08
Lewisboro Town Police Department 435955M	19	Z03
Lewiston Town Police Department 433152P	30	Z10
Liberty Village Police Department 445220Y	18	Z04
Little Falls City Police Department 422129R	26	Z07
Liverpool Village Police Department 443331K	10	Z07
Livingston County District Attorney 502553H	1	Z11
Livingston County Sheriff's Office 412522J	89	Z11
Lloyd Harbor Village Police Department 445137P	13	Z01
Lloyd Town Police Department 435556J	19	Z14
Lockport City Police Department 423101Y	49	Z10
Long Beach City Police Department 422902Z	76	Z01
Lowville Village Police Department 442424Q	11	Z08
Lynbrook Village Police Department 442907L	50	Z01
Macedon Town Police Department 435824N	13	Z11
Madison County Sheriff's Office 412627N	83	Z07
Malone Village Police Department 441624Q	14	Z09
Malverne Village Police Department 442939R	22	Z01
Mamaroneck Town Police Department 435956K	36	Z03
Mamaroneck Village Police Department 445909Y	53	Z03
Manchester Village Police Department 443422P	1	Z11
Manlius Town Police Department 433329Z	38	Z07
Marcellus Village Police Department 443330M	16	Z07
Marlborough Town Police Department 435558Q	22	Z14
Massena Village Police Department 444402H	23	Z08

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Organization Name	Number of Officers	Training Zone
Maybrook Village Police Department 443532Y	17	Z04
Mechanicville City Police Department 424523J	17	Z05
Medina Village Police Department 443622K	12	Z10
Menands Village Police Department 440125P	18	Z05
Metro.Trans. Authority Police Dept. 474001L	1298	Z02
Middleport Village Police Department 443120K	6	Z10
Middletown City Police Department 423501P	69	Z04
Millbrook Village Police Department 441328K	6	Z14
Millerton Village Police Department 441321N	7	Z14
Mohawk Village Police Department 442123J	17	Z07
Monroe County District Attorney 502701P	17	Z11
Monroe County Sheriff's Office 412701Y	431	Z11
Monroe Village Police Department 443526K	24	Z04
Montgomery County District Attorney 502801H	2	Z05
Montgomery County Sheriff's Office 412825M	52	Z05
Montgomery Town Police Department 433527H	41	Z04
Montgomery Village Police Department 443527Z	13	Z04
Monticello Village Police Department 445222K	17	Z04
Moravia Village Police Department 440526Y	7	Z07
Moriah Town Police Department 431558Y	1	Z09
Mount Hope Town Police Department 433562M	19	Z04
Mount Morris Village Police Department 442526P	11	Z11
Mount Pleasant Town Police Department 435957Z	52	Z03
Mount Vernon City Police Department 425903N	162	Z03
Muttontown Village Police Department 442989K	16	Z01
NJ Transit Rail Operations 477080K	271	Z02
NYC Environmental Protection Police 010605Q	200	Z14
NYC Fire Department - Bureau of Fire Investigation	131	Z02
NYC Fire Department 673005M	59	Z02
NYC Office of Special Narcotics 503005Y	19	Z02
NYS Attorney General Office of Medicaid Fraud Control 503002J	71	Z02
NYS Attorney General Organized Crime Task Force 700161J	131	Z05
NYS DEC Law Enforcement	449	Z05
NYS Justice Center - Office of Investigations	29	Z05
NYS Parks & Recreation Law Enforcement 460000K	230	Z05
Nassau County District Attorney 502908H	48	Z01
Nassau County Police Department 402908Q	2526	Z01
Nassau County Sheriff's Office 412908R	69	Z01
Nassau Village Police Department 444121Y	9	Z05
New Berlin Town Police Department 430801H	5	Z06
New Castle Town Police Department 435958R	40	Z03

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Organization Name	Number of Officers	Training Zone
New Hartford Town Police Department 433227J	37	Z07
New Paltz Town & Village Police Department 435522H	26	Z14
New Rochelle City Police Department 425904L	182	Z03
New Windsor Town Police Department 433564Z	45	Z04
New York City Police Department 013001N	35689	Z02
New York County District Attorney 503001L	104	Z02
New York Mills Village Police Department 443240Q	13	Z07
New York State Police 000101Z	5308	Z05
New York Susquehanna & Western Railroad 473801H	1	Z06
New York Waterfront Commission 643001R	17	Z02
Newark Village Police Department 445820K	17	Z11
Newburgh City Police Department 423502N	65	Z04
Newburgh Town Police Department 433563K	53	Z04
Niagara County District Attorney 503101Y	1	Z10
Niagara County Sheriff's Office 413101N	119	Z10
Niagara Falls City Police Department 423102M	150	Z10
Niagara Frontier Transportation Authority 801401R	89	Z10
Niagara Town Police Department 433155J	27	Z10
Niskayuna Town Police Department 434652Y	31	Z05
Nissequogue Village Police Department 445141M	24	Z01
Norfolk Southern Police Department 471400H	5	Z02
Norfolk Town Police Department 434471N	8	Z08
North Castle Town Police Department 435959P	34	Z03
North Collins Village Police Department 441434R	8	Z10
North Greenbush Town Police Department 434156N	19	Z05
North Hornell Village Police Department 445034H	4	Z12
North Salem Town Police Department 435960H	15	Z03
North Syracuse Village Police Department 443335N	16	Z07
North Tonawanda City Police Department 423103K	53	Z10
Northport Village Police Department 445125M	21	Z01
Northville Village Police Department 441721Y	8	Z05
Norwich City Police Department 420824Y	21	Z06
Norwood Village Police Department 444428J	7	Z08
Nunda Town & Village Police Department 432560K	8	Z11
Ocean Beach Village Police Department 445133M	42	Z01
Ogden Town Police Department 432759N	16	Z11
Ogdensburg City Police Department 424401H	23	Z08
Old Brookville Village Police Department 442972P	12	Z01
Old Westbury Village Police Department 442943Y	28	Z01
Olean City Police Department 420401Q	35	Z13
Olive Town Police Department 435560R	11	Z14

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Organization Name	Number of Officers	Training Zone
Oneida City Police Department 422601M	30	Z07
Oneida County District Attorney 503202P	7	Z07
Oneida County Sheriff's Office 413202Y	135	Z07
Oneonta City Police Department 423801N	23	Z06
Onondaga County District Attorney 503301J	21	Z07
Onondaga County Sheriff's Office 413301Z	212	Z07
Ontario County District Attorney 503402K	3	Z11
Ontario County Sheriff's Office 413429J	108	Z11
Orange County District Attorney 503555J	21	Z04
Orange County Sheriff's Office 413523N	201	Z04
Orangetown Town Police Department 434352Q	86	Z04
Orchard Park Town Police Department 431460M	41	Z10
Oriskany Village Police Department 443239N	18	Z07
Orleans County District Attorney 503650L	2	Z10
Orleans County Sheriff's Office 413620L	37	Z10
Ossining Village Police Department 445905L	61	Z03
Oswego City Police Department 423702Z	60	Z07
Oswego County District Attorney 503702Z	2	Z07
Oswego County Sheriff's Office 413702H	115	Z07
Otsego County District Attorney 503824K	3	Z06
Otsego County Sheriff's Office 413824J	28	Z06
Owego Village Police Department 445324J	29	Z06
Oxford Village Police Department 440825Y	4	Z06
Oyster Bay Cove Village Police Department 442988K	14	Z01
Painted Post Village Police Department 445026H	8	Z12
Palmyra Village Police Department 445825L	14	Z11
Peekskill City Police Department 425901R	55	Z03
Pelham Manor Village Police Department 445937R	26	Z03
Pelham Village Police Department 445935K	25	Z03
Penn Yan Village Police Department 446120R	18	Z11
Perry Village Police Department 446023Z	16	Z10
Phelps Village Police Department 443425J	6	Z11
Philadelphia Village Police Department 442236N	2	Z08
Philmont Village Police Department 441021P	8	Z14
Phoenix Village Police Department 443729K	18	Z07
Piermont Village Police Department 444325M	12	Z04
Pine Plains Town Police Department 431361H	6	Z14
Plattekill Town Police Department 435561P	19	Z14
Plattsburgh City Police Department 420901J	38	Z09
Pleasantville Village Police Department 445933Y	23	Z03
Port Authority PD/Office of Inspector General 010501B	19	Z02

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Organization Name	Number of Officers	Training Zone
Port Authority of NY & NJ Police 010500M	1865	Z02
Port Byron Village Police Department 440525Q	4	Z07
Port Chester Village Police Department 445906J	62	Z03
Port Dickinson Village Police Department 440320J	12	Z06
Port Jervis City Police Department 423535R	37	Z04
Port Washington Police District 442955R	63	Z01
Portville Village Police Department 440428H	7	Z13
Potsdam Village Police Department 444429H	15	Z08
Poughkeepsie City Police Department 421302R	81	Z14
Poughkeepsie Town Police Department 431363Y	78	Z14
Pound Ridge Town Police Department 435963M	19	Z03
Pulaski Village Police Department 443726Q	8	Z07
Putnam County District Attorney 503950J	2	Z03
Putnam County Sheriff's Office 413950Z	88	Z03
Queens County District Attorney 504001R	89	Z02
Quogue Village Police Department 445139L	21	Z01
Ramapo Town Police Department 434353Y	108	Z04
Red Hook Village Police Department 441325Q	10	Z14
Rensselaer City Police Department 424101J	27	Z05
Rensselaer County District Attorney 504102H	3	Z05
Rensselaer County Sheriff's Office 414102R	47	Z05
Rhinebeck Village Police Department 441327M	16	Z14
Richmond County District Attorney 504201M	16	Z02
Riverhead Town Police Department 435155K	105	Z01
Rochester City Police Department 422701P	634	Z11
Rockland County District Attorney 504350Z	29	Z04
Rockland County Sheriff's Office 414350H	173	Z04
Rockville Centre Police Department 442909H	53	Z01
Rome City Police Department 423201R	87	Z07
Rosendale Town Police Department 435563L	12	Z14
Rotterdam Town Police Department 434654K	37	Z05
Rye Brook Village Police Department 445964L	26	Z03
Rye City Police Department 425908Y	39	Z03
SUNY Albany University Police 490103K	39	Z05
SUNY Alfred University Police 490220L	13	Z13
SUNY Binghamton University Police 490301J	34	Z06
SUNY Brockport University Police 492728L	15	Z11
SUNY Buffalo State University Police 491402Q	26	Z10
SUNY Buffalo University Police 491401H	60	Z10
SUNY Canton University Police 494420Z	9	Z08
SUNY Cobleskill University Police 494720R	10	Z05

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Organization Name	Number of Officers	Training Zone
SUNY College of Environmental Science and Forestry 493302Y	9	Z07
SUNY Cortland University Police 491102H	17	Z06
SUNY Delhi University Police 491221P	10	Z06
SUNY Farmingdale University Police 492944R	25	Z01
SUNY Fredonia University Police 490601H	14	Z13
SUNY Geneseo University Police 492522R	17	Z11
SUNY HSC Brooklyn 492301K	21	Z02
SUNY HSC Syracuse 493301Q	25	Z07
SUNY Maritime College 496201J	9	Z02
SUNY Morrisville University Police 492623H	13	Z07
SUNY New Paltz University Police 495559J	21	Z14
SUNY Office of University Police	61	Z05
SUNY Old Westbury University Police 492943Z	20	Z01
SUNY Oneonta University Police 493801J	14	Z06
SUNY Optometry University Police 493001H	9	Z02
SUNY Oswego University Police 493702P	17	Z07
SUNY Plattsburgh University Police 490901Q	15	Z09
SUNY Polytechnic Institute University Police 493201N	13	Z07
SUNY Potsdam University Police 494421R	11	Z08
SUNY Purchase 495960N	22	Z03
SUNY Stony Brook University Police 495151N	68	Z01
SUNY System Administration University Police	4	Z05
Sackets Harbor Village Police Department 442233Z	11	Z08
Sag Harbor Village Police Department 445124Y	15	Z01
Salamanca City Police Department 420433L	26	Z13
Sands Point Village Police Department 442935Y	19	Z01
Saranac Lake Village Police Department 441623H	14	Z09
Saratoga County District Attorney 504520P	6	Z05
Saratoga County Sheriff's Office 414520Y	163	Z05
Saratoga Springs City Police Department 424501K	80	Z05
Saugerties Town Police Department 435564J	38	Z14
Scarsdale Village Police Department 445910R	43	Z03
Schenectady City Police Department 424601N	162	Z05
Schenectady County District Attorney 504601N	13	Z05
Schenectady County Sheriff's Office 414601M	37	Z05
Schodack Town Police Department 434162R	16	Z05
Schoharie County Sheriff's Office 414724M	28	Z05
Schoharie Village Police Department 444724P	5	Z05
Schuyler County Sheriff's Office 414821K	28	Z12
Scotia Village Police Department 444620J	19	Z05
Seneca County District Attorney 504959Z	1	Z11

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Organization Name	Number of Officers	Training Zone
Seneca County Sheriff's Office 414921N	44	Z11
Seneca Falls Town Police Department 434901K	19	Z11
Shandaken Town Police Department 435566Q	13	Z14
Shawangunk Town Police Department 435565H	19	Z14
Shelter Island Town Police Department 435156Z	11	Z01
Sherburne Village Police Department 440827K	10	Z06
Sherrill City Police Department 423224Y	11	Z07
Sidney Village Police Department 441227J	7	Z06
Skaneateles Village Police Department 443332Z	9	Z07
Sleepy Hollow Village Police Department 445932Q	27	Z03
Sodus Village Police Department 445828Q	3	Z11
Solvay Village Police Department 443326P	15	Z07
Somers Town Police Department 435966R	17	Z03
Somerset Town Police Department 433153K	7	Z10
South Glens Falls Village Police Department 444524J	14	Z05
Southampton Town Police Department 435158P	119	Z01
Southampton Village Police Department 445126K	33	Z01
Southold Town Police Department 435159N	55	Z01
Spencer Village Police Department 445323K	2	Z06
Spring Valley Village Police Department 444328R	60	Z04
Springville Village Police Department 441427P	13	Z10
St. Johnsville Village Police Department 442828J	11	Z05
St. Lawrence County District Attorney 504431J	2	Z08
St. Lawrence County Sheriff's Office 414420L	44	Z08
St. Regis Mohawk Tribal PD 991600Y	27	Z09
Steuben County District Attorney 505026Q	7	Z12
Steuben County Sheriff's Office 415022M	53	Z12
Stillwater Town Police Department 434567Z	16	Z05
Stockport Town Police Department 431065M	10	Z14
Stony Point Town Police Department 434354M	28	Z04
Suffern Village Police Department 444329P	27	Z04
Suffolk County District Attorney 505155J	81	Z01
Suffolk County Police Department 405100P	2597	Z01
Suffolk County Sheriff's Office 415155Z	278	Z01
Sullivan County District Attorney 505222Z	5	Z04
Sullivan County Sheriff's Office 415222H	61	Z04
Syracuse City Police Department 423301J	371	Z07
Syracuse Regional Airport Authority Police Department	21	Z07
Tarrytown Village Police Department 445911P	34	Z03
Theresa Village Police Department 442237L	4	Z08
Ticonderoga Town Police Department 431564H	12	Z09

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Organization Name	Number of Officers	Training Zone
Tioga County District Attorney 505358J	2	Z06
Tioga County Sheriff's Office 415324R	35	Z06
Tompkins County District Attorney 505401N	3	Z06
Tompkins County Sheriff's Office 415401M	50	Z06
Tonawanda City Police Department 421403H	30	Z10
Tonawanda Town Police Department 431472P	98	Z10
Troy City Police Department 424102H	135	Z05
Trumansburg Village Police Department 445424M	11	Z06
Tuckahoe Village Police Department 445923H	22	Z03
Tupper Lake Village Police Department 441620N	9	Z09
Tuxedo Park Village Police Department 443565H	20	Z04
Tuxedo Town Police Department 433565R	17	Z04
Ulster County District Attorney 505501Q	11	Z14
Ulster County Sheriff's Office 415501P	87	Z14
Ulster Town Police Department 435567Y	39	Z14
Utica City Police Department 423202P	156	Z07
Vernon Village Police Department 443234M	13	Z07
Vestal Town Police Department 430364R	43	Z06
Walden Village Police Department 443528R	19	Z04
Walkill Town Police Department 433567N	66	Z04
Walton Village Police Department 441229Q	20	Z06
Wappingers Falls Village Police Department 441324H	11	Z14
Warren County District Attorney 505651K	3	Z05
Warren County Sheriff's Office 415620M	104	Z05
Warsaw Village Police Department 446027L	15	Z10
Warwick Town Police Department 433529Y	49	Z04
Washington County District Attorney 505751N	1	Z05
Washington County Sheriff's Office 415727M	70	Z05
Washingtonville Village Police Department 443520L	21	Z04
Waterford Town & Village Police Department 434568R	12	Z05
Waterloo Village Police Department 444921Q	14	Z11
Watertown City Police Department 422201L	70	Z08
Watervliet City Police Department 420103Y	25	Z05
Watkins Glen Village Police Department 444821N	15	Z12
Waverly Village Police Department 445320R	16	Z06
Wayland Village Police Department 445029M	9	Z12
Wayne County District Attorney 505823N	1	Z11
Wayne County Sheriff's Office 415823M	85	Z11
Webb Town Police Department 432167R	14	Z07
Webster Town Police Department 432767N	36	Z11
Weedsport Village Police Department 440521N	11	Z07

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Organization Name	Number of Officers	Training Zone
Wellsville Village Police Department 440228M	13	Z13
West Carthage Village Police Department 442227P	9	Z08
West Seneca Town Police Department 431474L	66	Z10
Westchester County Department of Public Safety 415902Y	286	Z03
Westchester County District Attorney 505902P	29	Z03
Westfield Village Police Department 440632K	7	Z13
Westhampton Beach Village Police Department 445140Y	18	Z01
White Plains Department Public Safety 425902P	235	Z03
Whitesboro Village Police Department 443237R	9	Z07
Whitestown Town Police Department 433275P	16	Z07
Willing Town Police Department 430256L	4	Z13
Windham Town Police Department 431963K	14	Z14
Wolcott Village Police Department 445821Z	8	Z11
Woodbury Town Police Department 433569J	32	Z04
Woodridge Village Police Department 445223Z	6	Z04
Woodstock Town Police Department 435569K	21	Z14
Wyoming County District Attorney 506061Q	1	Z10
Wyoming County Sheriff's Office 416027Z	38	Z10
Yates County Sheriff's Office 416120Y	31	Z11
Yonkers City Police Department 425907Q	629	Z03
Yorktown Town Police Department 435968N	59	Z03
Yorkville Village Police Department 443238P	18	Z07
Youngstown Village Police Department 443123P	3	Z10

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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

June 2023

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**STANDARD CLAUSES FOR NYS
CONTRACTS**

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

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

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

3. COMPTROLLER’S APPROVAL. In accordance with Section 112 of the State Finance Law, if this contract exceeds \$50,000 (or \$75,000 for State University of New York or City University of

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

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

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in

accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees

that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

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

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

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-

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off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim

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

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

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order

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

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

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

will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

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

Contractor will include the provisions of "(a), (b) and (c)" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

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

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

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the

submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

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

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

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

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

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

NYS Department of Economic Development

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

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

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

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

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

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

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if

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

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

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

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

by providing written notification to the Contractor in accordance with the terms of the agreement.

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

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

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

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

Prohibited Entities List before the contract assignment will be approved by the State.

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

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

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

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

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

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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 _____
Name

By _____
Name

Title

Title

Address

Address

City State Zip

City State Zip

APPENDIX E

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.

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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)

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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.

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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)

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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: _____

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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:

[NYS OGS - Procurement Bulletin Best Practices - Determining Vendor Responsibility \(state.ny.us\)](https://www.state.ny.us/procurement/bulletin/best-practices-determining-vendor-responsibility)

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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)

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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)

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**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.

<u>Offerer Certification:</u>

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: _____
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Name: _____ (Please print)

Title: _____ (Please print)

Offerer's Name:

Offerer's Address:

APPENDIX I

MWBE Requirements and Equal Employment Opportunities

Contractor Responsibilities Under Executive Law Article 15-A

In July of 1988, Article 15-A of the Executive Law was enacted by the New York State Legislature. This Article provides specific rules, regulations and procedures for minority and women-owned enterprise participation in certain State Contracts.

DCJS is required to implement the provisions of Article 15-A for all of its Contracts (1) in excess of \$25,000 for labor, services, supplies, Equipment, materials, or any combination of the foregoing and (2) for Contracts in excess of \$100,000 for real property renovation and construction. For purposes of this Contract, DCJS hereby establishes a goal of 25% for minority business enterprises (MBE) participation and 5% for women-owned business enterprises (WBE) participation.

In order to be awarded a DCJS Contract, every Bidder must comply with the requirements, rules and regulations outlined in Article 15-A.

Where it appears that a contractor cannot, after a good faith effort, comply with the M/WBE participation requirements, contractor may file a written application with DCJS requesting a partial or total waiver (M/WBE 101) of such requirements setting forth the reasons for such contractor's inability to meet any or all of the participation requirements, together with an explanation of the efforts undertaken by the contractor to obtain the required M/WBE participation.

Policy and Provisions

CONTRACTOR REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN

NEW YORK STATE LAW

Pursuant to New York State Executive Law Article 15-A and 5 NYCRR §§ 140-145 DCJS recognizes its obligation under the law to promote opportunities for maximum feasible participation of certified minority-and women-owned business enterprises and the employment of minority group members and women in the performance of DCJS Contracts.

In 2006, the State of New York commissioned a disparity study to evaluate whether minority and women-owned business enterprises had a full and fair opportunity to participate in state contracting. The findings of the study were published on April 29, 2010, under the title "The State of Minority and Women-Owned Business Enterprises: Evidence from New York" ("Disparity Study"). The report found evidence of statistically significant disparities between the level of participation of minority-and women-owned business enterprises in state procurement Contracting versus the number of minority-and women-owned business enterprises that were

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ready, willing and able to participate in state procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide certified minority- and women-owned business enterprises program. The recommendations from the Disparity Study culminated in the enactment and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that DCJS establishes goals for maximum feasible participation of New York State Certified minority- and women – owned business enterprises (“MWBE”) and the employment of minority groups members and women in the performance of New York State Contracts.

Business Participation Opportunities for MWBEs

For purposes of this solicitation, DCJS hereby establishes an overall goal of 30% for MWBE participation, 25% for New York State certified minority-owned business enterprises (“MBE”) participation and 5% for New York State certified women-owned business enterprises (“WBE”) participation (based on the current availability of qualified MBEs and WBEs). A Contractor (“Contractor”) on the subject Contract (“Contract”) must document its good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract and the Contractor agrees that DCJS may withhold payment pending receipt of the required MWBE documentation. The directory of MWBEs can be viewed at: <https://ny.newnycontracts.com>. For guidance on how DCJS will determine a Contractor’s “good faith efforts,” refer to 5 NYCRR §142.8.

In accordance with 5 NYCRR §142.13, the Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such finding constitutes a breach of Contract and DCJS may withhold payment from the Contractor as liquidated damages.

Such liquidated damages shall be calculated as an amount equaling the difference between: (1) all sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and (2) all sums actually paid to MWBEs for work performed or materials supplied under the Contract.

By submitting a bid or proposal, a bidder on the Contract (“Bidder”) agrees to demonstrate its good faith efforts to achieve its goals for the utilization of MWBEs by submitting evidence thereof through the New York State Contract System (“NYSCS”), which can be viewed at <https://ny.newnycontracts.com>. Please note that the NYSCS is a one stop solution for all of your MWBE and Article 15-A Contract requirements. For additional information on the use of the NYSCS to meet Bidder’s MWBE requirements please see the attached MWBE guidance, “Your MWBE Utilization and Reporting Responsibilities Under Article 15-A.”

Additionally, a Bidder will be required to submit the following documents and information as evidence of compliance with the foregoing:

- A. An MWBE Utilization Plan (Attachment Q) with their bid or proposal. Any modifications or changes to the MWBE Utilization Plan after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to DCJS.

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DCJS will review the submitted MWBE Utilization Plan and advise the Bidder of DCJS acceptance or issue a notice of deficiency within 30 days of receipt.

- B. If a notice of deficiency is issued, the Bidder will be required to respond to the notice of deficiency within seven (7) business days of receipt by submitting to DCJSProcurement@dcjs.ny.gov a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by DCJS to be inadequate, DCJS shall notify the Bidder and direct the Bidder to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

DCJS may disqualify a Bidder as being non-responsive under the following circumstances:

- a) If a Bidder fails to submit a MWBE Utilization Plan;
- b) If a Bidder fails to submit a written remedy to a notice of deficiency;
- c) If a Bidder fails to submit a request for waiver; or
- d) If DCJS determines that the Bidder has failed to document good faith efforts.

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

The Contractor will be required to submit a Contractor's Quarterly M/WBE Contractor Compliance & Payment Report to the DCJS, by the tenth (10th) day following each end of quarter over the term of the Contract, documenting the progress made toward achievement of the MWBE goals of the Contract.

Equal Employment Opportunity Requirements

By submission of a bid or proposal in response to this solicitation, the Bidder/Contractor agrees with all of the terms and conditions of Appendix A – Standard Clauses for All New York State Contracts including Clause 12 - Equal Employment Opportunities for Minorities and Women. The Contractor is required to ensure that it and any subcontractors awarded a subcontract over \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work"), except where the Work is for the beneficial use of the Contractor, undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.

The Bidder will be required to submit a Minority and Women-Owned Business Enterprises and Equal Employment Opportunity Policy Statement, Appendix O, to DCJS with their bid.

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To ensure compliance with this Section, the selected Bidder will be required to submit with the contract an Workforce Utilization Report (Appendix J) identifying the anticipated work force to be utilized on the Contract and if awarded a Contract, will, upon request, submit an Equal Employment Opportunity Workforce Employment Utilization Compliance Report identifying the workforce actually utilized on the Contract, if known, through the New York State Contract System; provided, however, that a Bidder may arrange to provide such report via a non-electronic method by contacting: MWBE@dcjs.ny.gov.

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

Please Note: Failure to comply with the foregoing requirements may result in a finding of non-responsiveness, non-responsibility and/or a breach of the Contract, leading to the withholding of funds, suspension or termination of the Contract or such other actions or enforcement proceedings as allowed by the Contract.

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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

Pursuant to State Finance Law §139-l 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.

Bidder Business Name:

Signature: _____

Print Signatory Name: _____

Date: _____

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

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

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

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

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

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

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

Firm Name: _____

Name, Title: _____

Signature: _____

Date: _____

Appendix R:

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, and in the case of a joint bid each party thereto certifies as 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 member. 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.

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: _____

EXHIBIT A
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" means 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.

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- (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 backdrop 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 Deputy Commissioner of the Office of Budget and Finance at:

Deputy Commissioner, Office of Budget and Finance
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

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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 Deputy Commissioner of the Office of Budget and Finance 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 Deputy Commissioner of the Office of Budget and Finance deems appropriate, the DCJS Deputy Commissioner of the Office of Budget and Finance 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 Deputy Commissioner of the Office of Budget and Finance review of the procurement.
- (g) Nothing herein shall preclude the DCJS Deputy Commissioner of the Office of Budget and Finance 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 Deputy Commissioner of the Office of Budget and Finance 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.

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Any filing deadlines may be waived by the DCJS Deputy Commissioner of the Office of Budget and Finance 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 Deputy Commissioner of the Office of Budget and Finance 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 Deputy Commissioner of the Office of Budget and Finance 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 Deputy Commissioner of the Office of Budget and Finance. 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 Deputy Commissioner of the Office of Budget and Finance will provide a copy of any protest filed to the successful Offerer.
- (d) The DCJS Deputy Commissioner of the Office of Budget and Finance 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 Deputy Commissioner of the Office of Budget and Finance 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 Deputy Commissioner of the Office of Budget and Finance 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 Deputy Commissioner of the Office of Budget and Finance 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 Deputy Commissioner of the Office of Budget and Finance's own initiative, or upon request of any participant in the protest process, the DCJS Deputy Commissioner of the Office of Budget and Finance may in his or her sole discretion act on an expedited basis, upon written notification to the interested parties, in which case the DCJS Deputy Commissioner of the Office of Budget and Finance will advise all participants of filing deadlines.

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- (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 Deputy Commissioner of the Office of Budget and Finance 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 Deputy Commissioner of the Office of Budget and Finance, 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 Deputy Commissioner of the Office of Budget and Finance 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 Deputy Commissioner of the Office of Budget and Finance, 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 Deputy Commissioner of the Office of Budget and Finance, 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 Deputy Commissioner of the Office of Budget and Finance, or his or her designee. The determination shall be made part of the procurement record.

5. Appeals

- (a) The protest determination of the DCJS Deputy Commissioner of the Office of Budget and Finance 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.