



# Corrections and Community Supervision

## INVITATION FOR BIDS (IFB) # 2022-10

Security Guard Services (Moriah)

<b><u>Issue Date:</u></b>	<b>04/29/2022</b>
<b><u>Bidder Questions Due:</u></b>	<b>05/09/2022 @ 2:00pm</b>
<b><u>Answers to Questions Due:</u></b>	<b>05/13/2022</b>
<b><u>Bid Due Date &amp; Time:</u></b>	<b>05/25/2022 @ 3:00pm</b>
<b><u>Contract Period:</u></b>	<b>06/01/2022 – 05/31/2023 or Upon approval by the NYS Comptroller for a term of 1 year, with renewal options</b>

**IMPORTANT: SEE NOTICE TO BIDDERS CLAUSES HEREIN**

**E-Mail or Facsimile Bid Submissions are NOT Acceptable**

### **Designated Contact**

Name: Susan Dinan

Phone: (518) 436-7886 ext. 2513

Email: [doccscontracts@doccs.ny.gov](mailto:doccscontracts@doccs.ny.gov)

### **Alternate Designated Contact**

Name: Randi Hammond

Phone: (518) 436-7886 ext. 3042

Email: [doccscontracts@doccs.ny.gov](mailto:doccscontracts@doccs.ny.gov)

Harriman State Campus, Building 4, 1220 Washington Avenue, Albany, NY 12226 | [www.doccs.ny.gov](http://www.doccs.ny.gov)

## **BID SIGNATURE PAGE**

The bid must be fully and properly executed by an authorized person. By signing you certify your express authority to sign on behalf of yourself, your company, or other entity and full knowledge and acceptance of this INVITATION FOR BIDS, Appendix A (Standard Clauses For New York State Contracts), and State Finance Law §139-j and §139-k (Procurement Lobbying), and that all information provided is complete, true and accurate. By signing, bidder affirms that it understands and agrees to comply with New York State Department of Corrections and Community Supervision (DOCCS) procedures relative to permissible contacts as required by State Finance Law §139-j(3) and §139-j(6)(b). Bidders are requested to retain Appendix A for future reference.

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

Legal Business Name of Company Bidding:		NYS Vendor Identification Number: (see NYS vendor file registration clause)	
D/B/A – Doing Business As (if applicable):		Federal Tax Identification Number: (Do Not Use Social Security Number)	
Street	City	State	Zip
County			
If applicable, place an “x” in the appropriate box(es) ( <i>check all that apply</i> )			
<input type="checkbox"/> NYS Small Business  # Employees _____	<input type="checkbox"/> NYS Certified Minority-Owned Business Enterprise (MBE)	<input type="checkbox"/> NYS Certified Woman-Owned Business Enterprise (WBE)	<input type="checkbox"/> NYS Certified Service Disabled Veteran Owned Business (SDVOB)
Vendor Responsibility Questionnaire Filed Online: ____ Yes ____ No If Yes, has Bidder certified or recertified the Vendor Responsibility Questionnaire no more than six (6) months prior to the bid opening date? ____ Yes ____ No  Do you understand and is your firm capable of meeting the insurance requirements to enter into a contract with New York State? ____ Yes ____ No  Does your bid proposal meet all the requirements of this solicitation? ____ Yes ____ No			
If you are not bidding, place an “x” in the box and return this page only.  <input type="checkbox"/> WE ARE NOT BIDDING AT THIS TIME BECAUSE: _____ _____			
Phone:		Toll Free Phone:	
Email Address:		Company Web Site:	
Bidder's Signature: Date:		Printed or Typed Name: Title:	

**RETURN THIS PAGE AS PART OF THE BID  
INDIVIDUAL, CORPORATION, PARTNERSHIP, OR LLC ACKNOWLEDGMENT**

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 further that:

**[Check One]**

☐ **If an individual):** **\_he** executed the foregoing instrument in his/her name and on his/her own behalf.

☐ **If a corporation):** **\_he** is the \_\_\_\_\_ of \_\_\_\_\_ , the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, **\_he** is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, **\_he** executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

☐ **If a partnership):** **\_he** is the \_\_\_\_\_ 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 purposes set forth therein; and that, pursuant to that authority, **\_he** executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.

☐ **If a limited liability company):** **\_he** is a duly authorized member of \_\_\_\_\_ , LLC, the limited liability company described in said instrument; that **\_he** is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, **\_he** executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

\_\_\_\_\_  
**Notary Public**  
**Registration No.**

**RETURN THIS PAGE AS PART OF THE BID**

**CHECKLIST FOR IFB #2022-10**

All bidders must complete the checklist presented below and submit the following forms listed in the checklist as required for each bid submission.

**SUBMISSION DOCUMENTS PACKAGE (SIGNATURES REQUIRED)**

- ☐ This Checklist
- ☐ Completed Bid Signature Page (pages 2-3)
  - ☐ Bidder's Federal Tax Identification Number
  - ☐ New York State Vendor Identification Number
  - ☐ Bidder's Signature
  - ☐ Individual, Corporation, Partnership, or LLC Acknowledgement (*must be notarized*)
- ☐ MWBE/EEO Policy (pages 9-10)
- ☐ SDVOB Policy (pages 10-11)
  - Forms available at: <https://doccs.ny.gov/procurement-opportunities>
- ☐ Vendor Responsibility Questionnaire – Check one of the following: (page 12)
  - \_\_\_ Paper Submission **OR** \_\_\_ Electronic Filing (Date Certified \_\_\_\_\_) *Must be certified within the last 6 months*
- ☐ Insurance Requirements (pages 17-23)
- ☐ Qualification of Bidder (see page 17).
- ☐ Complete and sign Bidder Price Sheet (pages 32)
- ☐ Notes to Bidders and Questions (pages 34-36)

**Appendix 1 – REQUIRED FORMS**

- ☐ Procurement Lobbying Certification SFL§ 139-J & 139-K
- ☐ State Finance Law § 139-I
- ☐ NYS Required Certifications: EO 177 (reference page 11)
- ☐ Vendor Assurance of No Conflict of Interest or Detrimental Effect
- ☐ Form ST-220-CA (reference page 8)
- ☐ Certificates of Insurance (reference pages 17-23)
- ☐ Proof of Compliance with Workers' Compensation Coverage Requirements (reference pages 17-23)
- ☐ Proof of Compliance with Disability Benefits Coverage Requirements (reference pages 17-23)
- ☐ Non-Disclosure Agreement

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Name of Company: \_\_\_\_\_

**RETURN THIS PAGE AS PART OF THE BID**

## **GENERAL INFORMATION**

### **PURPOSE:**

This Invitation for Bids (IFB) is issued by the New York State (NYS) Department of Corrections and Community Supervision (herein after referred to as DOCCS or the Department). DOCCS is seeking unarmed, uniformed Security Staffing for the former Moriah Shock Incarceration Facility, located at 75 Burnhart Lane, Mineville, NY 12956. Shift coverage will be 7 days a week, 24 hours a day, including holidays. A cell phone is required

**Vendor must comply with all standards and appropriate regulations governing contracts with the State of New York (see Appendix A, Standard Clauses for New York State Contracts)**

### **INQUIRIES / ISSUING OFFICE:**

All inquiries concerning this specification will be addressed to the following Designated Contact(s):

#### **PRIMARY CONTACT**

Name: Susan Dinan

Phone No.: 518-436-7886 ext. 2513

E-Mail: DOCCSContracts@doccs.ny.gov

#### **SECONDARY CONTACT**

Name: Joanne Hughes

Phone No.: 518-436-7886 ext. 3110

E-Mail: DOCCSContracts@doccs.ny.gov

**Contacting someone else may result in rejection of bid – see “Procurement Lobbying Act”.**

All questions should be submitted in writing, citing the particular bid sections and paragraph number. Bidders are cautioned to read this document thoroughly to become familiar with all aspects of the bid. Prospective Bidders should note that all clarifications and exceptions including those relating to the terms and conditions of the contract are to be resolved prior to the submission of a bid.

Official answers to all written questions will be advertised as an addendum and posted in the New York State Contract Reporter (NYSCR) (<http://www.nyscr.ny.gov/>) and DOCCS website (<https://doccs.ny.gov/procurement-opportunities>) on or about the date listed in the Key Events/Dates. Only answers provided by addendum are considered official. It is each bidder's responsibility to visit the above websites to determine if any addenda are issued regarding this solicitation prior to submitting a bid.

### **KEY EVENTS/DATES:**

The table below outlines the schedule for important action dates. If the State finds it necessary to change any of these dates, notification will be accomplished through an addendum to this IFB.

Invitation for Bids (IFB) Issued	April 29, 2022
Written Bidders' Questions Deadline	May 9, 2022 at 3:00 pm
DOCCS Issues Answers to Questions (estimated)	May 13, 2022
Bids Due to DOCCS	May 25, 2022 at 2:00 pm
Tentative Award Made (estimated)	May 31, 2022
Anticipated Contract Start Date	06/01/2022 or upon approval of OSC

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### **GENERAL INFORMATION**

**IMPORTANT NOTICE TO POTENTIAL BIDDERS:** Receipt of these bid documents does not indicate that the NYS Department of Corrections and Community Supervision (DOCCS) has pre-determined your company's qualifications to receive a contract award. Such determination will be made after the bid opening and will be based on our evaluation of your bid submission compared to the specific requirements and qualifications contained in these bid documents.

#### **NOTICE TO BIDDERS:**

DOCCS will receive bids pursuant to the provisions of Article XI of the NYS State Finance Law or the provisions of the State Printing and Public Documents Law. The following procedures shall be used for bid submittals:

**1. BID PREPARATION**

Prepare your bid on this form using indelible ink. Print the name of your company on each page of the bid in the block provided. One copy of the bid is required, unless otherwise specified herein.

**2. BID SUBMISSION**

When submitting your bid, please submit a complete original bid package, including all bidder questions required certifications. You are not required to return Appendix A to this office. You may keep all those pages for your own reference.

**3. BID DELIVERY**

**Bidders assume all risks for timely, properly submitted deliveries.** Bidders are strongly encouraged to arrange for delivery of bids prior to the date of the bid opening. **LATE BIDS may be rejected.**

**E-mail bid submissions are not acceptable and will not be considered.**

#### **Bid envelopes**

The envelope containing a bid should be clearly marked "**BID ENCLOSED**" and state the **Bid Number, Bid Opening Date, and Time**. Failure to complete all information on the bid envelope may necessitate the premature opening of the bid and may compromise confidentiality. Bids shall be delivered to:

**State of New York Department of Corrections and Community Supervision  
Support Operations – Contract Procurement Unit  
ATTN: Susan Dinan  
550 Broadway  
Menands, NY 12204**

#### **FAX transmittals**

Facsimile transmittals are NOT acceptable for this solicitation.

#### **Hand deliveries**

Bidders must allow extra time to comply with the security procedures, including wearing a mask, which may be in effect when hand delivering bids or using deliveries by independent courier services. **Bidders assume all risks for timely, properly submitted deliveries.**

#### **IMPORTANT BUILDING ACCESS PROCEDURES**

**Bidders attending bid openings must pre-register for building access by contacting Susan Dinan at 518-436-7886 ext. 2513 or by email : [doccscontracts@doccs.ny.gov](mailto:doccscontracts@doccs.ny.gov)** at least 24 hours prior to bid opening. To access the facility, all visitors must be wearing a mask and check in by presenting valid photo identification. Vendors who intend to deliver bids should allow extra time to comply with these procedures. Building Access procedures may change or be modified at any time.

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

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

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### **GENERAL INFORMATION**

(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 submit a bid for the purpose of restricting competition.

In the event that the bidder is unable to certify as stated above, the bidder shall provide a signed statement which sets forth in detail the reasons why the bidder is unable to furnish the certificate as required in accordance with State Finance Law Section 139-d(1)(b).

#### **PROCUREMENT LOBBYING ACT:**

##### **SUMMARY OF POLICY AND PROHIBITIONS ON PROCUREMENT LOBBYING**

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

#### **PROCUREMENT LOBBYING TERMINATION:**

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

#### **DISPUTE RESOLUTION POLICY:**

It is the policy of the NYSDOCCS and the Office of the State Comptroller to provide vendors with an opportunity to administratively resolve disputes, complaints or inquiries related to NYS bid solicitations or contract awards. NYSDOCCS and the Office of the State Comptroller encourages vendors to seek resolution of disputes through consultation with NYSDOCCS staff. All such matters will be accorded impartial and timely consideration. Interested parties may also file formal written disputes.

#### **TAX LAW § 5-A:**

Tax Law § 5-a, as amended on April 26, 2006, requires certain contractors who are awarded state contracts for commodities and/or services valued at more than \$100,000 (over the full term of the contract, excluding renewals) to certify to the Department of Taxation and Finance (DTF) they are registered to collect New York State (NYS) and local sales and compensating use taxes. The law applies to contracts where the total amount of the contractor's sales delivered into NYS exceed \$300,000 for the four quarterly periods immediately preceding the quarterly period when the certification is made; and with respect to any affiliates and subcontractors whose sales delivered into NYS also exceed \$300,000 in the same manner as noted above for the contractor.

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## **GENERAL INFORMATION**

### **TAX LAW § 5-A, cont'd:**

This law imposes upon certain contractors the obligation to certify whether or not the contractor, its affiliates, and subcontractors are required to register to collect state sales and compensating use tax. The contractors must certify to DTF that each affiliate and subcontractor exceeding the sales threshold is registered with DTF to collect such State and local sales and compensating use taxes. The law prohibits the Comptroller, or other approving agency, from approving a contract to a vendor who is not registered in accordance with the law.

There are two (2) Contractor certification forms, with instructions, required for this bid. **Form ST-220-TD is to be submitted directly to DTF.** For access and complete this form use the link: [http://www.tax.ny.gov/pdf/current\\_forms/st/st220td\\_fill\\_in.pdf](http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf)

***Submission to DTF is a one-time occurrence. If you have already submitted this form to DTF for other bidding opportunities, you do not need to submit the form attached to this bid. If, however, any certification information changes, a new ST-220-TD must be filed with DTF. Form ST-220-CA must be completed and submitted with this bid.*** For access and complete this form use the link: [http://www.tax.ny.gov/pdf/current\\_forms/st/st220ca\\_fill\\_in.pdf](http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf) ***This form certifies to the procuring agency that the contractor has filed ST-220-TD with DTF in compliance with the law.***

Bidders should complete and submit the certification forms within two business days of request (if the forms are not submitted to DTF and/or and returned with bid). Bidders shall take the necessary steps to provide properly certified forms within a timely manner to ensure compliance with the law, as failure to do so may render a bidder non-responsive and non-responsible. Vendors may call DTF at 1-800-698-2909 for any and all questions relating to Tax Law § 5-a and relating to a company's registration status with DTF. For additional information and frequently asked questions, please refer to the DTF web site: <http://www.tax.ny.gov>

### **TERMINATION FOR VIOLATION OF Revised Tax Law 5a:**

NYS DOCCS reserves the right to terminate this contract in the event it is found that the certification filed by the Contractor in accordance with § 5-a of the Tax Law is not timely filed during the term of the contract or the certification furnished was intentionally false or intentionally incomplete. Upon such finding, DOCCS may exercise its termination right by providing written notification to the Contractor.

### **MERCURY-ADDED CONSUMER PRODUCTS:**

Offerers are advised that effective January 1, 2005, Article 27, Title 21 of the Environmental Conservation Law bans the sale or distribution free of charge of fever thermometers containing mercury except by prescription written by a physician and bans the sale or distribution free of charge of elemental mercury other than for medical pre-encapsulated dental amalgam, research, or manufacturing purposes due to the hazardous waste concerns of mercury. The law further states that effective July 12, 2005, manufacturers are required to label mercury-added consumer products that are sold or offered for sale in New York State by a distributor or retailer. The label is intended to inform consumers of the presence of mercury in such products and of the proper disposal or recycling of mercury-added consumer products. Offerers are encouraged to contact the Department of Environmental Conservation, Bureau of Solid Waste, Reduction & Recycling at (518) 402-8705 or the Bureau of Hazardous Waste Regulation at 1-800-462-6553 for questions relating to the law. Offerers may also visit the Department's web site for additional information: <http://www.dec.ny.gov/chemical/8512.html>

### **DEBRIEFING:**

Pursuant to Section 163(9)(c) of the State Finance Law, any unsuccessful Bidder may request a debriefing regarding the reasons that the Bid submitted by the Bidder was not selected for award. Requests for a debriefing must be made within 15 calendar days of notification by DOCCS that the Bid submitted by the Bidder was not selected for award. Requests should be submitted in writing to a designated contact identified in the Solicitation.



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## **GENERAL INFORMATION**

### **APPENDIX A:**

Appendix A, Standard Clauses For New York State Contracts, dated October 2019, attached hereto, is hereby expressly made a part of this Bid Document as fully as if set forth at length herein. **Please retain this document for future reference.**

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

- a) Appendix A
- b) Contract resulting from this Invitation for Bid
- c) Appendix B
- d) This Invitation for Bid
- e) Bidder's Bid

### **CONTRACTOR REQUIREMENTS AND PROCEDURES FOR PARTICIPATION BY 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 Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations DOCCS is required to promote opportunities for the maximum feasible participation of New York State-certified Minority and Women-owned Business Enterprises ("MWBEs") and the employment of minority group members and women in the performance of DOCCS contracts.

#### **Business Participation Opportunities for MWBEs**

For purposes of this solicitation, DOCCS hereby establishes an overall goal of 0 percent for MWBE participation, 0 percent for New York State-certified Minority-owned Business Enterprise ("MBE") participation and 0 percent for New York State-certified Women-owned Business Enterprise ("WBE") participation (based on the current availability of MBEs and WBEs). A contractor ("Contractor") on any contract resulting from this procurement ("Contract") must document its good faith efforts to provide meaningful participation by MWBEs as subcontractors and suppliers in the performance of the Contract. To that end, by submitting a response to this IFB, the bidder agrees that DOCCS may withhold payment pursuant to any Contract awarded as a result of this

IFB pending receipt of the required MWBE documentation. The directory of MWBEs can be viewed at: <https://ny.newnycontracts.com>. For guidance on how DOCCS will evaluate a Contractor's "good faith efforts," refer to 5 NYCRR § 142.8.

The bidder understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal.

#### **Equal Employment Opportunity Requirements**

By submission of a bid or proposal in response to this solicitation, the bidder 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 bidder is required to ensure that it and any subcontractors awarded a subcontract 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 bidder, 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 Enterprise and Equal Employment Opportunity Policy Statement to DOCCS with its bid or proposal.

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If awarded a Contract, bidder shall submit a Workforce Utilization Report and shall require each of its Subcontractors to submit a Workforce Utilization Report, in such format as shall be required by DOCCS on a **quarterly** basis as required during the term of the Contract.

Pursuant to Executive Order #162, contractors and subcontractors will also be required to report the gross wages paid to each of their employees for the work performed by such employees on the contract utilizing the Workforce Utilization Report on a quarterly basis.

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.**

### **PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN-OWNED BUSINESSES**

Article 17-B of the New York State Executive Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOBs"), thereby further integrating such businesses into New York State's economy. DOCCS recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of DOCCS contracts.

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

For purposes of this procurement, DOCCS conducted a comprehensive search and determined that the Contract does not offer sufficient opportunities to set specific goals for participation by SDVOBs as subcontractors, service providers, and suppliers to Contractor. Nevertheless, Bidder/Contractor is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at: <https://ogs.ny.gov/veterans/>

Bidder/Contractor is encouraged to contact the Office of General Services' Division of Service-Disabled Veteran's Business Development at 518-474-2015 or [VeteransDevelopment@ogs.ny.gov](mailto:VeteransDevelopment@ogs.ny.gov) to discuss methods of maximizing participation by SDVOBs on the Contract.

### **SEXUAL HARASSMENT PREVENTION:**

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

New York State Labor Law § 201-g provides requirements for such policy and training and directs the Department of Labor, in consultation with the Division of Human Rights, to create and publish a model sexual harassment prevention guidance document, sexual harassment prevention policy and sexual harassment prevention training program that employers may utilize to meet the requirements of New York State Labor Law § 201-g. The model sexual harassment

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### **GENERAL INFORMATION**

prevention policy, model sexual harassment training materials, and further guidance for employers, can be found online at the following URL: <https://www.ny.gov/combating-sexual-harassment-workplace/employers>

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

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

#### **EXECUTIVE ORDER NUMBER 177:**

Bidders must review Executive Order 177 prior to submitting bids. You may access the executive order on the Governor's website: <https://www.governor.ny.gov/sites/governor.ny.gov/files/atoms/files/EO177.pdf> Bidders shall complete the EO177 Certification form located within this IFB as evidence of compliance with the foregoing and submit with bid.

#### **FREEDOM OF INFORMATION LAW / TRADE SECRETS:**

During the evaluation process, the content of each bid will be held in confidence and details of any bid will not be revealed (except as may be required under the Freedom of Information Law or other State law). The Freedom of Information Law provides for an exemption from disclosure for trade secrets or information the disclosure of which would cause injury to the competitive position of commercial enterprises. This exemption would be effective both during and after the evaluation process.

Should you feel your firm's bid contains any such trade secrets or other confidential or proprietary information, you must submit a request to exempt such information from disclosure. Such request must be in writing, must state the reasons why the information should be exempt from disclosure and must be provided at the time of submission of the subject information. Upon notification from DOCCS, Bidders/Contractors must provide a redacted version of the records they wish to be exempted from release.

Requests for exemption of the entire contents of a bid from disclosure have generally not been found to be meritorious and are discouraged. Kindly limit any requests for exemption of information from disclosure to bona fide trade secrets or specific information, the disclosure of which would cause a substantial injury to the competitive position of your firm.

#### **NEW YORK STATE VENDOR FILE REGISTRATION:**

Prior to being awarded a contract pursuant to this Solicitation, the Bidder(s) and any designated authorized resellers who accept payment directly from the State, must be registered in the New York State Vendor File (Vendor File) administered by the Office of the State Comptroller (OSC). This is a central registry for all vendors who do business with New York State Agencies and the registration must be initiated by a State Agency. Following the initial registration, unique New York State ten-digit vendor identification numbers will be assigned to your company and to each of your authorized resellers (if any) for usage on all future transactions with New York State. Additionally, the Vendor File enables vendors to use the Vendor Self-Service application to manage all vendor information in one central location for all transactions related to the State of New York. If Bidder is already registered in the New York State Vendor File, list the ten-digit vendor ID number on the Bid Signature Page. Authorized resellers already registered should list the ten-digit vendor ID number along with the authorized reseller information.

If the Bidder is not currently registered in the Vendor File and is recommended for award, DOCCS shall request completion of OSC Substitute W-9 Form. A fillable form with instructions can be found at the link below. In addition, if authorized resellers are to be used, an OSC Substitute W-9 form should be completed by each of the designated authorized resellers and submitted to the Office of General Services Business Services Center. The Office of General Services Business Services Center will initiate the vendor registration process for all Bidders recommended for Contract Award and

### **GENERAL INFORMATION**

their authorized resellers. Once the process is initiated, registrants will receive an email from OSC that includes the unique ten-digit vendor identification number assigned to the company and instructions on how to enroll in the online Vendor Self-Service application. For more information on the vendor file please visit the following website: [http://www.osc.state.ny.us/vendor\\_management](http://www.osc.state.ny.us/vendor_management). Form to be completed: [https://www.osc.state.ny.us/vendors/forms/ac3237s\\_fe.pdf](https://www.osc.state.ny.us/vendors/forms/ac3237s_fe.pdf)

#### **NYS VENDOR RESPONSIBILITY QUESTIONNAIRE:**

DOCCS conducts a review of prospective contractors ("Bidders") to provide reasonable assurances that the Bidder is responsive and responsible. A Questionnaire is used for non-construction contracts and is designed to provide information to assess a Bidder's responsibility to conduct business in New York based upon financial and organizational capacity, legal authority, business integrity, and past performance history. By submitting a bid, Bidder agrees to fully and accurately complete the "Questionnaire." The Bidder acknowledges that the State's execution of the Contract will be contingent upon the State's determination that the Bidder is responsible, and that the State will be relying upon the Bidder's responses to the Questionnaire when making its responsibility determination.

DOCCS recommends each Bidder file the required Questionnaire online via the New York State VendRep System. To enroll in and use the VendRep System, please refer to the VendRep System Welcome Package for Vendors available at the Office of the State Comptroller's (OSC) website, [http://www.osc.state.ny.us/vendrep/documents/system/welcome\\_package.pdf](http://www.osc.state.ny.us/vendrep/documents/system/welcome_package.pdf) or to enroll, go directly to the VendRep System online at <https://www.osc.state.ny.us/state-vendors/vendrep/file-your-vendor-responsibility-questionnaire?redirect=legacy>

OSC provides direct support for the VendRep System through user assistance, documents, online help, and a help desk. The OSC Help Desk contact information is located at: <http://www.osc.state.ny.us/portal/contactbuss.htm>.

Bidders opting to complete the paper questionnaire can access this form and associated definitions via the OSC website at: <http://www.osc.state.ny.us/vendrep/index.htm>. The Contractor must remain a responsible vendor throughout the duration of the contract and, if at any time the Contractor is found to be not responsible or there is a question as to the vendor's responsibility, any activities pursuant to the contract may be suspended. Finally, the contract may be terminated following a finding of non-responsibility.

To assist the State in determining the responsibility of the Bidder, the Bidder should complete and certify (or recertify) the Questionnaire no more than six (6) months prior to the bid due date.

A Bidder's Questionnaire cannot be viewed by DOCCS until the Bidder has certified the Questionnaire. It is recommended that all Bidders become familiar with all of the requirements of the Questionnaire in advance of the bid opening to provide sufficient time to complete the Questionnaire.

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

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

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

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#### **CONFLICT OF INTEREST:**

Bidder must disclose any existing or contemplated relationship with any other person or entity, including relationships with any member, shareholders of 5% or more, parent, subsidiary, or affiliated firm, which would constitute an actual or potential conflict of interest or appearance of impropriety, relating to other clients/customers of the Respondent or former officers and employees of the Agencies and their Affiliates, in connection with your rendering services enumerated in this IFB. If a conflict does or might exist, please describe how your Staffing Firm would eliminate or prevent it. Indicate what procedures will be followed to detect, notify the Agencies of, and resolve any such conflicts.

Bidder must disclose whether it, or any of its members, shareholders of 5% or more, parents, affiliates, or subsidiaries, have been the subject of any investigation or disciplinary action by the New York State Commission on Public Integrity or its predecessor State entities (collectively, "Commission"), and if so, a brief description must be included indicating how any matter before the Commission was resolved or whether it remains unresolved.

Additionally, a bidder will be required to submit the ***Vendor Assurance of No Conflict of Interest or Detrimental Effect*** form located within this IFB as evidence of compliance with the foregoing.

#### **PUBLIC OFFICERS LAW:**

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

#### **ETHICS REQUIREMENTS:**

The Contractor and its Subcontractors shall not engage any person who is, or has been at any time, in the employ of the State to perform services in violation of the provisions of the New York Public Officers Law, other laws applicable to the service of State employees, and the rules, regulations, opinions, guidelines or policies promulgated or issued by the New York State Joint Commission on Public Ethics, or its predecessors (collectively, the "Ethics Requirements"). The Contractor certifies that all of its employees and those of its Subcontractors who are former employees of the State and who are assigned to perform services under this Contract shall be assigned in accordance with all Ethics Requirements. During the Term, no person who is employed by the Contractor or its Subcontractors and who is disqualified from providing services under this Contract pursuant to any Ethics Requirements may share in any net revenues of the Contractor or its Subcontractors derived from this Contract. The Contractor shall identify and provide the State with notice of those employees of the Contractor and its Subcontractors who are former employees of the State that will be assigned to perform services under this Contract, and make sure that such employees comply with all applicable laws and prohibitions. The State may request that the Contractor provide it with whatever information the State deems appropriate about each such person's engagement, work cooperatively with the State to solicit advice from the New York State Joint Commission on Public Ethics, and, if deemed appropriate by the State, instruct any such person to seek the opinion of the New York State Joint Commission on Public Ethics. The State shall have the right to withdraw or withhold approval of any Subcontractor if utilizing such Subcontractor for any work performed hereunder would be in conflict with any of the Ethics Requirements. The State shall have the right to terminate this Contract at any time if any work performed hereunder is in conflict with any of the Ethics Requirements.

#### **SUBCONTRACTING:**

The Contractor agrees not to subcontract any of its services, unless as indicated in its bid, without the prior written approval of the DOCCS. Approval shall not be unreasonably withheld upon receipt of written request to subcontract.

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The Contractor may arrange for a portion/s of its responsibilities to be subcontracted to qualified, responsible subcontractors, subject to approval of the DOCCS. If the Contractor determines to subcontract a portion of the services, the subcontractors must be clearly identified and the nature and extent of its involvement in and/or proposed performance must be fully explained by the Contractor to the DOCCS. As part of this explanation, the subcontractor must submit to the DOCCS a completed *Vendor Assurance of No Conflict of Interest or Detrimental Effect* form, as required by the Contractor prior to execution of a contract.

The Contractor retains ultimate responsibility for all services performed under the contract. The Contractor is responsible for all Subcontractor payments. Billing arrangements are not subject to the same requirements as this IFB and should be agreed upon between the Contractor and the subcontractor, prior to payment for work completed.

All subcontracts shall be in writing and shall contain provisions, which are functionally identical to, and consistent with, the provisions of this IFB. Unless waived in writing by DOCCS, all subcontracts between the Contractor and subcontractors shall expressly name DOCCS as the sole intended third party beneficiary of such subcontract. DOCCS reserves the right to review and approve or reject any subcontract, as well as any amendment to said subcontract(s), and this right shall not make DOCCS a party to any subcontract or create any right, claim, or interest in the subcontractor or proposed subcontractor against DOCCS.

DOCCS reserves the right, at any time during the contract term to verify that the written subcontract between the Contractor and subcontractors is in compliance with all of the provisions of this Section and any subcontract provisions contained in this IFB.

The Contractor shall give DOCCS immediate notice in writing of the initiation of any legal action or suit which relates in any way to a subcontract with a subcontractor or which may affect the performance of the Contractor's duties under the contract. Any subcontract shall not relieve the Contractor in any way of any responsibility, duty and/or obligation of a contract.

If at any time during performance under the contract the total compensation to a subcontractor exceeds or is expected to exceed \$100,000, that subcontractor shall be required to submit and certify a Vendor Responsibility Questionnaire.

#### **PRICE:**

Bidder's bid price shall be inclusive of all costs, including but not limited to; interpretation, labor, materials, shipping, parts, supplies, travel, training, licenses, insurance, administrative, profit, ancillary costs, transportation, handling, issuance of finding reports, background checks and miscellaneous charges such as any applicable taxes or fees, mailing costs, and details of service not explicitly stated in these specifications, but necessarily attendant thereto.

#### **METHOD OF AWARD:**

One (1) Award shall be made by **GRAND TOTAL BID** to the lowest responsive and responsible bidder, as calculated on the **Bidder Price Page**. Please note; Overtime Hourly Rate will not be calculated in the Grand Total Bid, however will be reviewed and taken to consideration when determining the Contract Award

#### **EQUAL LOW BIDS (TIE BIDS):**

(a) DOCCS shall resolve a tie bid in the following order of priority when two or more low bids are equal in all respects:

- 1) Certified New York State Minority or Woman Owned Business Enterprise (MWBE)
- 2) Certified New York State Service Disabled Veteran Owned Business (SDVOB)
- 3) Certified New York State Disadvantaged Business Enterprise (DBE)
- 4) Small New York State Business
- 5) New York State Vendor
- 6) Small Business (other than located in New York State)

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



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## **GENERAL INFORMATION**

### **MINOR DEVIATIONS(s)/MINOR TECHNICALITY:**

DOCCS reserves the right to have the flexibility to consider bids with minor deviations or technicalities and to waive minor deviations or technicalities that may be consistent with the intent and scope of the solicitation. The flexibility may permit a reasonable outcome in cases where the results of a fair, competitive process are clear but the award of a contract is threatened due to a minor technicality or a minor deviation.

### **“OR EQUAL”:**

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

### **CONTRACT PAYMENTS:**

Contractor shall provide complete and accurate billing invoices to the Agency in order to receive payment. Billing invoices submitted to the Agency must contain all information and supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electric payments. Authorization forms are available at the State Comptroller's website at <https://www.osc.state.ny.us/state-vendors>, by email at [ePayments@osc.state.ny.us](mailto:ePayments@osc.state.ny.us), or by telephone at (518) 474-4032. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

Please note that in conjunction with New York State's implementation of a Statewide Financial System (SFS), the Office of the State Comptroller requires all vendors doing business with New York State agencies to complete a substitute W-9 form. Vendors registering for electronic payment can complete the W-9 form when they register. Vendors already registered for electronic payment are requested to go to the above website and complete the Substitute W-9 form and submit following the instructions provided.

### **BILLING:**

All Invoices are to be submitted for payment to:

**NYS Office of General Services (OGS) Business Services Center (BSC), within ten (10) business days after the first day of the following month.**

The prime contractor is responsible for all Subcontractor payments. Billing arrangements are not subject to the same requirements as this IFB and should be agreed upon between the contractor and the subcontractor, prior to payment for work completed.

### **INTEREST:**

Interest on late payment is governed by State Finance Law, Section 179-M.

### **ESTIMATED/SPECIFIC QUANTITIES:**

The quantities or dollar values listed are estimated only.

### **CONTRACT PERIOD AND RENEWALS:**

It is the intention of the State to enter into a contract for a period as stated in this Invitation for Bids except that the commencement and termination dates appearing on the Invitation for Bids may be adjusted forward unilaterally by the State for any resulting contract for up to two calendar months, by indicating such change on the notification of contract award.

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### **GENERAL INFORMATION**

The contract dates may be adjusted forward beyond two months only with the approval of the successful bidder. If, however, the bidder is not willing to accept an adjustment of the contract dates beyond the two-month period, the State reserves the right to proceed with an award to another bidder.

#### **MODIFICATION OF CONTRACT:**

The contract shall not be amended, modified, or otherwise changed except by the written consent of the Contractor and DOCCS given in the same manner and form as the original signing of the contract.

#### **REJECTION:**

The State reserves the right to reject an obviously unbalanced bid or to make "NO AWARD" on individual listings or sub-items if individual bid prices are deemed to be unbalanced or excessive or if an error in the solicitation becomes evident. In such case, ranking and evaluation of bids may be made on remaining items. Award would be made on the remaining items. The determination of an unbalanced bid shall be at the sole discretion of the State. Options contained in this paragraph shall also be at the State's sole discretion.

#### **TERMINATION:**

**Mutual Consent:** All or any part of this Agreement may be terminated by mutual written agreement of the contracting parties.

**Cause:** All or any part of this Agreement may be terminated immediately by the State, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Agreement and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Agreement.

**Convenience:** This Agreement may be terminated if the State deems that termination would be in the best interest of the State provided that the State shall give written notice to the Contractor not less than thirty (30) days prior to the date upon which termination shall become effective.

**Lack of Funds:** If for any reason the State or the Federal government terminates or reduces its appropriation or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Agreement, the Agreements may be terminated or reduced at DOCC's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the State for payment of such costs. Upon termination or reduction of the Agreement, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State.

In any event, no liability shall be incurred by the State beyond monies available for the purposes of the Agreement. The Contractor acknowledges that any funds due to the State because of disallowed expenditures after audit shall be the Contractor's responsibility.

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

**Bankruptcy:** This Agreement may be deemed terminated immediately at the option of the State upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligations by the State to the Contractor.

In the event of termination, the Contractor shall be entitled to compensation for Services performed through the date of termination which are acceptable to DOCCs, in DOCC's sole discretion. In the event that a part of this agreement is terminated, the Contractor shall be entitled to compensation for non-terminated Services which are acceptable to DOCC's, in its sole discretion.



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## **GENERAL INFORMATION**

### **QUALIFICATION OF BIDDER:**

DOCCS reserves the right to investigate or make any inquiry into the capabilities of any bidder to properly perform under any resultant contract.

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

### **CONTRACTOR INSURANCE REQUIREMENTS:**

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

Certificate acceptance and/or approval by DOCCS does not and shall not be construed to relieve Contractor of any obligations, responsibilities or liabilities under the Contract.

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

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

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

### **A. General Conditions Applicable to Insurance**

All policies of insurance required by this Solicitation or any Contract resulting from this Solicitation shall comply with the following requirements:

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

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## **GENERAL INFORMATION**

### **Certificates of Insurance shall**

- Be in the form acceptable to DOCCS and in accordance with the New York State Insurance Law (e.g., an ACORD certificate);
- Disclose any deductible, self-insured retention, aggregate limit or exclusion to the policy that materially changes the coverage required by this Solicitation or any Contract resulting from this Solicitation;
- Refer to this Solicitation and any Contract resulting from this Solicitation by award number;
- Be signed by an authorized representative of the referenced insurance carriers; and
- Contain the following language in the Description of Operations / Locations / Vehicles section: Additional insured protection afforded is on a primary and non-contributory basis. A waiver of subrogation is granted in favor of the additional insureds.

Only original documents (certificates of insurance and any endorsements and other attachments) or electronic versions of the same that can be directly traced back to the insurer, agent or broker via e-mail distribution or similar means will be accepted.

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

**4. Primary Coverage.** All liability insurance policies shall provide that the required coverage shall be primary and non-contributory to other insurance available to the People of the State of New York, the New York State Department of Corrections and Community Supervision, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees. Any other insurance maintained by the People of the State of New York, the New York State Department of Corrections and Community Supervision, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees shall be excess of all applicable Contractor's insurance, including any umbrella and/or excess policies, and shall not contribute with the Bidder/Contractor's insurance.

**5. Breach for Lack of Proof of Coverage.** The failure to comply with the requirements of this Section at any time during the term of the Contract shall be considered a breach of the terms of the Contract and shall allow the People of the State of New York, the New York State Department of Corrections and Community Supervision, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees to avail themselves of all remedies available under the Contract or at law or in equity.

**6. Self-Insured Retention/Deductibles.** Certificates of Insurance must indicate the applicable deductibles/self-insured retentions for each listed policy. Deductibles or self-insured retentions above \$100,000.00 are subject to approval from DOCCS. Such approval shall not be unreasonably withheld, conditioned or delayed. Bidders and Contractors shall be solely responsible for all claim expenses and loss payments within the deductibles or self-insured retentions. If the Bidder/Contractor is providing the required insurance through self-insurance, evidence of the financial capacity to support the self-insurance program along with a description of that program, including, but not limited to, information regarding the use of a third-party administrator shall be provided upon request. If the Contractor is unable to meet their obligation under any deductible, self-insured retention or self-insurance, neither the People of the State of New York nor DOCCS will be obligated to drop down to cover those amounts.

**7. Subcontractors.** Prior to the commencement of any work by a Subcontractor, the Contractor shall require such Subcontractor to procure policies of insurance as required by this Section and maintain the same in force during the term of any work performed by that Subcontractor.

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### **GENERAL INFORMATION**

**8. Waiver of Subrogation.** For all liability policies and the workers' compensation insurance required below, the Bidder/Contractor shall cause to be included in its policies insuring against loss, damage or destruction by fire or other insured casualty a waiver of the insurer's right of subrogation against The People of the State of New York, the New York State Department of Corrections and Community Supervision, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees, or, if such waiver is unobtainable (i) an express agreement that such policy shall not be invalidated if the Contractor waives or has waived before the casualty, the right of recovery against The People of the State of New York, the New York State Department of Corrections and Community Supervision, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees or (ii) any other form of permission for the release of The People of the State of New York, the New York State Department of Corrections and Community Supervision, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees. A Waiver of Subrogation Endorsement shall be provided upon request. A blanket Waiver of Subrogation Endorsement evidencing such coverage is also acceptable.

**Additional Insured.** The Contractor shall cause to be included in each of the liability policies required below, ISO form CG 20 10 11 85 (or a form or forms that provide equivalent coverage, such as the combination of CG 20 10 04 13 and CG 20 37 04 13) and form CA 20 48 10 13 (or a form or forms that provide equivalent coverage), naming as additional insureds: The People of the State of New York, the New York State Department of Corrections and Community Supervision, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees. An Additional Insured Endorsement evidencing such coverage shall be provided to DOCCS pursuant to the timelines set forth in Section B below. A blanket Additional Insured Endorsement evidencing such coverage is also acceptable. For Contractors who are self-insured, the Contractor shall be obligated to defend and indemnify the above-named additional insureds with respect to Commercial General Liability and Business Automobile Liability, in the same manner that the Contractor would have been required to pursuant to this Section had the Contractor obtained such insurance policies.

**9. Excess/Umbrella Liability Policies.** Required insurance coverage limits may be provided through a combination of primary and excess/umbrella liability policies; however, a minimum of one million dollars (\$1,000,000.00) must be primary coverage for general liability and auto liability. All Contractor's applicable insurance policies, including umbrella and excess insurance, will be primary to any insurance, self-insurance, deductible or self-insured retention of The People of the State of New York, the New York State Department of Corrections and Community Supervision, or any entity authorized by law or regulation to use the Contract and their officers, agents, and employees. If coverage limits are provided through excess/umbrella liability policies, then a Schedule of underlying insurance listing policy information for all underlying insurance policies (insurer, policy number, policy term, coverage and limits of insurance), including proof that the excess/umbrella insurance follows form must be provided upon request.

**10. Notice of Cancellation or Non-Renewal.** Policies shall be written so as to include the requirements for notice of cancellation or non-renewal in accordance with the New York State Insurance Law. Within five (5) business days of receipt of any notice of cancellation or non-renewal of insurance, the Contractor shall provide DOCCS with a copy of any such notice received from an insurer together with proof of replacement coverage that complies with the insurance requirements of this Solicitation and any Contract resulting from this Solicitation.

**11. Policy Renewal/Expiration** Upon policy renewal/expiration, evidence of renewal or replacement of coverage that complies with the insurance requirements set forth in this Solicitation and any Contract resulting from this Solicitation shall be delivered to DOCCS. If, at any time during the term of any Contract resulting from this Solicitation, the coverage provisions and limits of the policies required herein do not meet the provisions and limits set forth in this Solicitation or any Contract resulting from this Solicitation, or proof thereof is not provided to DOCCS, the Contractor shall immediately cease work. The Contractor shall not resume work until authorized to do so by DOCCS.

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**12. Deadlines for Providing Insurance Documents after Renewal or Upon Request.** As set forth herein, certain insurance documents must be provided to the DOCCS Procurement Services contact identified in the Contract Award Notice after renewal or upon request. This requirement means that the Contractor shall provide the applicable insurance document to DOCCS as soon as possible but in no event later than the following time periods:

- For certificates of insurance: 5 business days
- For information on self-insurance or self-retention programs: 15 calendar days
- For other requested documentation evidencing coverage: 15 calendar days
- For additional insured and waiver of subrogation endorsements: 30 calendar days

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

**B. Insurance Requirements:**

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

Insurance Type		Proof of Coverage is Due
<b>Commercial General Liability</b>	[Not less than \$1,000,000 each occurrence]	Upon tentative award and updated in accordance with Contract
General Aggregate	\$3,000,000	
Products – Completed Operations Aggregate	\$5,000,000	
Personal and Advertising Injury	\$1,000,000	
Medical Expenses Limit	\$5,000	
<b>Business Automobile Liability Insurance</b>	[Not less than \$1,000,000 each occurrence]	
<b>Workers' Compensation</b>	C-105.2, SI-12, U26.3 or GSI-105.2 (acceptable forms)	Contact your Ins. Carrier or licensed NYS insurance agent for these forms.
<b>Disability Benefits</b>	DB-120.1, DB-120.2 or DB-155 (acceptable forms)	

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### **GENERAL INFORMATION**

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

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

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

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

- Premises liability;
- Independent contractors;
- Blanket contractual liability, including tort liability of another assumed in a contract;
- Defense and/or indemnification obligations, including obligations assumed under the Contract;
- Cross liability for additional insureds;
- Products/completed operations for a term of no less than three [1-3] years, commencing upon acceptance of the work, as required by the Contract;
- [Explosion, collapse and underground hazards; and
- Contractor means and methods].

2. **Business Automobile Liability Insurance:**

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

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

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

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### **GENERAL INFORMATION**

#### **3. Professional Errors and Omissions:**

If providing professional occupation job titles., the Contractor shall maintain Professional Liability insurance.

- a. Such insurance shall apply to professional errors, acts, or omissions arising out of the scope of services.
- b. If coverage is written on a claims-made policy, the Contractor warrants that any applicable retroactive date precedes the start of work; and that continuous coverage will be maintained, or an extended discovery period exercised, throughout the performance of the services and for a period of not less than three years from the time work under this Contract is completed. Written proof of this extended reporting period must be provided to DOCCS prior to the policy's expiration or cancellation.
- c. The policy shall cover professional misconduct for lack of ordinary skill for those positions defined in the Scope of Services of this Contract.
- d. If such professional title includes computer related services, coverage must include the following (is not limited to): consulting, data processing, programming, system integration, software development, installation, distribution or maintenance, systems analysis or design, training, staffing or other support services, any electronic equipment, computer hardware or software developed, manufactured, distributed, licensed, marketed or sold.

#### **4. Data Breach/Cyber Insurance:**

Contractor is required to maintain during the term of this contract and as otherwise required herein, Data Breach and Privacy/Cyber Liability Insurance, including coverage for failure to protect confidential information and failure of the security of the Contractor's computer systems or the Authorized Users' system due to the actions of the Contractor which results in unauthorized access to the Authorized User(s) or their data.

#### **5. Workers' Compensation Insurance and Disability Benefits Requirements:**

Sections 57 and 220 of the New York State Workers' Compensation Law require the heads of all municipal and state entities to ensure that businesses applying for contracts have appropriate workers' compensation and disability benefits insurance coverage. These requirements apply to both original contracts and renewals. **Failure to provide proper proof of such coverage or a legal exemption will result in a rejection of a Bid or any contract renewal. A Bidder will not be awarded a Contract unless proof of workers' compensation and disability insurance is provided to DOCCS.** Proof of workers' compensation and disability benefits coverage, or proof of exemption must be submitted to DOCCS at the time of Bid submission, policy renewal, contract renewal, and upon request. Proof of compliance must be submitted on one of the following forms designated by the New York State Workers' Compensation Board.

**An ACORD form is not acceptable proof of New York State workers' compensation or disability benefits insurance coverage.**

Proof of Compliance with Workers' Compensation Coverage Requirements:

- Form CE-200, *Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required*, which is available on the Workers' Compensation Board's website ([www.wcb.ny.gov](http://www.wcb.ny.gov));
- Form C-105.2 (9/07), *Certificate of Workers' Compensation Insurance*, sent to DOCCS by the Contractor's insurance carrier upon request, or if coverage is provided by the New York State Insurance Fund, they will provide Form U-26.3 to DOCCS upon request from the Contractor; or
- Form SI-12, *Certificate of Workers' Compensation Self-Insurance*, available from the New York State Workers' Compensation Board's Self-Insurance Office, or
- Form GSI-105.2, *Certificate of Participation in Workers' Compensation Group Self-Insurance*, available from the Contractor's Group Self-Insurance Administrator.

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### **GENERAL INFORMATION**

Proof of Compliance with Disability Benefits Coverage Requirements:

- Form CE-200, *Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required*, which is available on the Workers' Compensation Board's website ([www.wcb.ny.gov](http://www.wcb.ny.gov));
- Form DB-120.1, Certificate of Disability Benefits Insurance, sent to DOCCS by the Contractor's insurance carrier upon request; or
- Form DB-120.2, Certificate of Paricipation in Disability or Disability and Paid Family Leave Benefits Group Self-Insurance
- Form DB-155, Certificate of Disability Benefits Self-Insurance, available from the New York State Workers' Compensation Board's Self-Insurance Office.

An instruction manual clarifying the New York State Workers' Compensation Law requirements is available for download at the New York State Workers' Compensation Board's website, <http://www.wcb.ny.gov>. Once on the site, click on the Employers/Businesses tab and then click on Employers' Handbook.

**Workers' Compensation** - <http://www.wcb.ny.gov/content/onlineforms/obtainC105.jsp>

**Disability Benefits** - <http://www.wcb.ny.gov/content/onlineforms/obtainDB120-1.jsp>

**Exemption** - [http://www.wcb.ny.gov/content/ebiz/wc\\_db\\_exemptions/requestExemptionOverview.jsp](http://www.wcb.ny.gov/content/ebiz/wc_db_exemptions/requestExemptionOverview.jsp)

### **REFERENCES:**

Bidders may be required to provide references of the bidder's largest customers. References shall be commercial or governmental accounts and should demonstrate the ability of the vendor to perform jobs similar in scope to the size, nature, and complexity of the outlined bid. The references shall include the:

- Name, address, contact person, telephone number, and number of years bidder has serviced the referenced account;
- Volume of business performed within the past three years for each referenced account.

### **FINANCIAL STABILITY:**

Bidder may be required to document its ability to service a contract with dollar sales volume similar to scope of this bid through submission of financial statements documenting past sales history. The bidder must be financially stable and able to substantiate the financial statements of its company. In addition to sales history, current financial statements may be requested and must be provided within five business days. The state reserves the right to request additional documentation from the bidder and to request reports on financial stability from independent financial rating services. The state reserves the right to reject any bidder who does not demonstrate financial stability sufficient for the scope of this bid.

### **USE OF RECYCLED OR REMANUFACTURED MATERIALS:**

New York State, as a member of the Council of Great Lakes Governors, supports and encourages vendors to use recycled, remanufactured or recovered materials in the manufacture of products and packaging to the maximum extent practicable without jeopardizing the performance or intended end use of the product or packaging unless such use is precluded due to health or safety requirements or product specifications contained herein. Refurbished or remanufactured components or products are required to be restored to original performance and regulatory standards and functions and are required to meet all other requirements of this bid solicitation. Warranties on refurbished or remanufactured components or products must be identical to the manufacturer's new equipment warranty or industry's normal warranty when remanufacturer does not offer new equipment.

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### **GENERAL INFORMATION**

#### **GENERAL REQUIREMENTS:**

The Bidder agrees:

1. to adhere to all State and Federal laws and regulations in connection with the contract; and,
2. to notify DOCCS of any changes in the legal status or principal ownership of the firm, forty-five (45) days in advance of said change.
3. that in any contract resulting from this IFB, it shall be completely responsible for its work, including any damages or breakdowns caused by its failure to take appropriate action; and,
4. that any contract resulting from this IFB may not be assigned, transferred, conveyed or the work subcontracted without the prior written consent of the Commissioner of DOCCS.
5. that for reasons of safety and public policy, in any contract resulting from this IFB, the use of illegal drugs and/or alcoholic beverages by the Contractor or its personnel shall not be permitted while performing any phase of the work herein specified.
6. that the Commissioner's interpretation of specifications shall be final and binding upon the Contractor.
7. that the Commissioner of DOCCS will make no allowance or concession to the Bidder for any alleged misunderstanding because of quantity, quality, character, location, or other conditions.
8. that should it appear that there is a real or apparent discrepancy between different sections of specifications concerning the nature, quality or extent of work to be furnished, it shall be assumed that the Bidder has based its bid on the more expensive option. Final decision will rest with the Commissioner of DOCCS.
9. **Inspection** – For purposes of any contract resulting from this IFB, the quality of service is subject to inspection and may be made at any reasonable time by the State of New York. Should it be found that quality of services being performed is not satisfactory and that the requirements of the specifications are not being met, the Commissioner DOCCS may terminate the contract and employ another contractor to fulfill the requirements of the contract. The existing Contractor shall be liable to the State of New York for costs incurred on account thereof.
10. **Stop Work Order** - The Commissioner of DOCCS reserves the right to stop the work covered by this IFB and any contract(s) resulting therefrom at any time that it is deemed the successful Bidder is unable or incapable of performing the work to the state's satisfaction. In the event of such stopping, DOCCS shall have the right to arrange for the completion of the work in such manner as it may deem advisable and if the cost thereof exceeds the amount of the bid, the successful Bidder shall be liable to the State of New York for any such costs on account thereof. In the event that DOCCS issues a stop work order for the work as provided herein, the Contractor shall have ten (10) working days to respond thereto before any such stop work order shall become effective.
11. It is the Contractor's responsibility to maintain the equipment and materials provided for the work consistent with applicable safety and health codes.

#### **DOCCS RESERVED RIGHTS:**

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

1. Reject any or all proposals received in response to the IFB/RFP;
2. Withdraw the IFB/RFP at any time, at the agency's sole discretion;
3. Make an award under the IFB/RFP in whole or in part;
4. Disqualify any bidder whose conduct and/or proposal fails to conform to the requirements of the IFB/RFP;
5. Seek clarifications and revisions of proposals;
6. Use proposal information obtained through site visits, management interviews and the state's investigation of a bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the bidder in response to the agency's request for clarifying information in the course of evaluation and/or selection under the IFB/RFP;



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**GENERAL INFORMATION**

7. Prior to the bid opening, amend the IFB/RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available;
8. Prior to the bid opening, direct bidders to submit proposal modifications addressing subsequent IFB/RFP amendments;
9. Change any of the scheduled dates;
10. Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective bidders;
11. Waive any requirements that are not material;
12. Negotiate with the successful bidder within the scope of the IFB/RFP in the best interest of the state;
13. Conduct contract negotiations with the next responsible bidder, should the Department be unsuccessful in negotiating with the selected bidder;
14. Utilize any and all ideas submitted in the proposals received;
15. Every offer shall be firm and not revocable for a period of ninety days from the bid opening, to the extent not inconsistent with section 2-205 of the uniform commercial code. Subsequent to such ninety days, any offer is subject to withdrawal communicated in a writing signed by the offerer, and;
16. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an offerer's proposal and/or to determine an offerer's compliance with the requirements of the solicitation.

**Please Note:** The State is not liable for any costs incurred by Bidders in the preparation and production of bids or for any work performed prior to the issuance of a contract.

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### **SCOPE OF SERVICES**

The Scope of Work for this contract is to provide unarmed and uniformed guard services for the vacant Moriah Correctional Facility located at 75 Burhart Lane, Mineville, NY 12956. The primary obligation of the contractor is to provide security guard services that meet the requirements as indicated herein. Security Guards shall be required to wear uniforms and a photo ID at all times. Shift coverage will be 7 days a week, 24 hours a day, including holidays. Cell phones are required, as phones at the facility are not active. In addition, DOCCS expects the security guard to tour all areas inside all buildings twice per shift; perimeter rounds are required every 30 minutes.

During each shift, inspections are to be made to note any evidence of unauthorized or attempted unauthorized entrance, such as but not limited to, broken or damaged windows, doors or locks. If heat or electricity fails guards are to contact the the Washington Correctional Facility Watch Commander, ASAP (contact information will be provided at Contract Award)

#### **Level 1 Security Guard Mandatory Requirements:**

**The Contractor shall provide Security Guards that meet the following requirements:**

1. High School Diploma or GED
2. Minimum six months' experience as a New York State Department of State (DOS) registered Security Guard
3. Minimum 18 years of age
4. Able to communicate with visitors and prepare incident reports in English
5. Able to speak, read and write in English
6. Physically capable of performing the essential duties of the position, with or without reasonable accommodation.
7. Have a valid and current DOS Security Guard registration
8. Have a copy of the current DOS Photo ID card and Certification of Compliance (Attachment 5) on file with Contractor
9. Completed all DOS registration and DCJS Security Guard training
10. Any additional site-specific requirements as determined by the Authorized User
11. Any additional specific training and certifications such as AED (Automated External Defibrillator) as determined by the Authorized User

#### **Level 1 Security Guard Responsibilities:**

1. Visibly display the DOS Photo ID on the Security Guard's person at all times while on duty.
2. Conduct tour of inside all building twice per shift, note any evidence of unauthorized or attempted unauthorized entrance, to include broken or damaged windows, doors or locks.
3. Conduct perimeter rounds every 30 minutes.
4. Protect offices, buildings and grounds against potential incidents which may include but is not limited to fire, disruptive activity, violent storm, vandalism, theft, loitering, trespass, burglaries, unlawful entry, bodily harm, building system malfunctions and deficiencies, etc.
5. Log book notations are made minimally noting times on and off duty, shift change briefings, when rounds are conducted and any observation, documenting any issues.
6. Report any serious incidents promptly to the Watch Commander at the Washington Correctional Facility.
7. Review logbook for issues that may have occurred on a previous shift and may require action, advising the Washington Correctional Facility of the reported potential risks and responsibilities.
9. Monitor all entrances and grounds, etc.

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**SCOPE OF SERVICES, cont'd****Service Requirements:**

If requested by an Authorized User, a designated representative of the Authorized User has the right to interview each Candidate that is to be provided to the Authorized User for service and can approve or disapprove assignment. Authorized User must notify Contractor of acceptance or disapproval as soon as possible, but no later than twenty-four (24) hours after interview or the Candidate shall be deemed approved.

If requested by the Authorized User, the Contractor must first consider hiring current Security Guards employed at a Facility. Contractor has the right to screen the current Security Guards to ensure they meet all requirements as outlined in this Solicitation. If the current Security Guards meet all requirements, Contractor must make employment offers. If the current Security Guards do not meet all requirements, Contractor is not obligated to make employment offers but must document the deficiencies to the Authorized User.

The Contractor may use Subcontractors to fulfill services on an Authorized User's site with the Authorized User's approval; however, Authorized Users will only contract with the successful Bidder known as the Primary Contractor. No subcontract entered into by the Contractor shall relieve the Contractor of any liabilities or obligations in this Solicitation or the resulting Contract. The Contractor accepts full responsibility for the actions of any Candidate or Subcontractor's Candidate who performs requested Services on an Authorized User's site.

The Contractor shall be responsible for informing the Subcontractors of all terms, conditions and requirements of this Solicitation and an Authorized User's RFQ and shall coordinate and control the work of the Subcontractors on an Authorized User's site. If Subcontractors will be used on an Authorized User's site, Contractor must notify Authorized Users in writing prior to start date.

**Drug Testing:**

All Contractor's and Subcontractor's Candidates providing Security Guard services must be free of any illegal drugs. An Authorized User may request in writing that the Contractor provide a copy of satisfactory (negative) drug test for a Security Guard. If so requested, the Contractor shall require a Candidate to complete a drug test prior to starting at an Authorized User location but no more than 10 days before their start date. The drug test can be based on either a urine sample or mouth swab (oral fluid) for, at a minimum, marijuana, cocaine, opiates, amphetamines and phencyclidine, meeting Substance Abuse and Mental Health Services Administration (SAMHSA) standardized cut-off levels. The drug test will be at the expense of the Contractor.

In addition to the initial drug test, during an engagement the Authorized User may request a random drug test for a current Candidate. These additional tests would be at the expense of the Contractor and limited to one additional test per Candidate per year. If an Authorized User requests further drug testing, Contractor shall have such tests performed at the Authorized User's expense. Contractor shall reimburse Authorized User for costs associated with each positive result for illegal drugs.

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**SCOPE OF SERVICES. cont'd****Background, Registration and Training**

Contractor and all Security guards are required to complete and comply with all background checks, registration and training requirements as listed on the Department of State, Division of Licensing Services website: <http://www.dos.ny.gov/licensing/securityguard/sguard.html> and the New York State Division of Criminal Justice Services website: (<http://www.criminaljustice.ny.gov/ops/sgtraining/index.htm>) An Authorized User may require additional training which may include but not be limited to: 1. AED (Automated External Defibrillator) 2. HIPAA (Health Insurance Portability and Accountability Act) 3. OSHA (Occupational Safety and Health Administration) 10-hour course. The cost of any additional training required by an Authorized User will be billed at the competitive rate submitted by Contractor in response to the Authorized User's IFB.

**Candidate Reporting Documents**

1. Upon first reporting to the Facility for assignment, the Security Guard must present to the Authorized User following items:

- a. DOS ID - A valid NYS Department of State (DOS) Photo ID Registration (must be visibly displayed on Security Guard at all times). The Contractor is responsible to pay the Department of State the fee associated with registration of each Security Guard with Contractor.
- b. NOTARIZED CERTIFICATION OF COMPLIANCE - A current Certification of Compliance shall be signed and dated by Contractor and notarized. A copy must be maintained in the Contractor's office within the assigned Candidate' file and available for audit.

The "Certification of Compliance" shall be reissued annually on the anniversary date for each such Candidate assigned and provided to the Washington Correctional Facility Watch Commander with a copy filed in the Master file maintained by the Contractor for each Candidate.

**Security Procedures**

At the request of the Authorized User, Contractor must comply with Authorized Users specific security policies. The Contractor will work with Authorized User to obtain necessary clearances prior to the Candidate's start date. Contractor may be required to provide information such as, but not limited to, the company name, the Candidate's name (as it appears on ID), valid driver license number, etc. to an Authorized User.

**Coverage**

Security coverage as specified must be maintained at the Moriah Correctional Facility. In the event of anticipated and/or unanticipated absenteeism and tardiness, it is the obligation of the Contractor to maintain sufficient staffing. The Contractor must have a procedure in place for Candidates to communicate both tardiness and absence in a fashion that allots enough time for a replacement Candidate of equal or better qualification(s) to be retained for the shift in question without any additional cost to Authorized User.

**Workday/Hours**

A Candidate may work up to eight (8) hours in any one day and up to forty (40) in any one workweek. Overtime rates will begin after the completion of a 40 hour work week. A Candidate working more than eight (8) hours in any one day or more than forty (40) hours in any workweek shall be paid at an overtime rate not to exceed one and one-half times the hourly rate.

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**SCOPE OF SERVICES. cont'd****Standard Work Day**

A typical work day is to be an eight (8) hour work shift inclusive of one thirty minute meal period. (Meal Time is defined as thirty minutes within the standard eight and one half hour workday when the Security Guard may eat) The Security Guard will be required to remain on premises and be available to respond to emergencies, the Security Guard will be paid for the thirty-minute meal period.

**Overtime**

Authorized Users do not anticipate paying overtime rates under this contract. The Contractor will be responsible for scheduling Candidates so that shifts do not exceed the 40 hour work week. In the event, that overtime is necessary to maintain coverage due to scheduling problems on the part of the Contractor, the Contractor shall pay the appropriate overtime rate as indicated in "Workday/Hours" to the Security Guard.

**Holidays**

The Authorized user requires the Security Guard to work holidays. The eleven (11) days recognized as a holiday are as indicated: Martin Luther King, Jr. Day, Lincoln's Birthday, President's Day; Memorial Day; Juneteenth; Independence Day; Labor Day; Columbus Day; Veteran's Day; Thanksgiving and Christmas Day.

**Closed Sites on Scheduled Days/Scheduled Times:**

In the event an Authorized User determines to close a site on a particular Scheduled Day/Scheduled Time, and therefore does not require Candidates, and does not provide the Contractor with at least two (2) business day notice, excepting for a declared emergency, the Contractor shall be permitted to charge the Authorized User for the business day as if the Candidate(s) were working at an open Facility.

**Additional Security Guards/Special Events:**

It is not anticipated that during the term of this contract the Contractors will be required by the Authorized Users to provide additional Security Guards for additional shifts and/or special events. If determined by the Authorized user that a situation requires a special event the Authorized User will submit the request in writing to the Contractor with as much notice as possible.

**Standard Equipment:**

The following equipment will be required for each Security Guard and shall be provided by the Contractor at the Contractor's expense:

1. An operable flashlight,
2. Pen or pencil and watch
3. Memo book
4. Whistle

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**SCOPE OF SERVICES. cont'd**

If the Authorized User requires the following items, such items shall be provided by the Authorized User to the Candidate assigned and at no cost to Contractor. All items remain property of the Authorized User:

1. Building keys, where applicable;
2. Logbook;
3. Guard Handbook;
4. General and special orders; and
5. Two-way radio/beeper (or other communication device).

**License:**

Contractor must have and shall maintain a valid Watch, Guard or Patrol agency license issued by the New York State Department of State for each bureau, agency, sub-agency, office and branch office to be owned, conducted, managed or maintained by Contractor to supply the Security Guards. Contractor must submit to the Authorized User evidence of current licenses every two years.

**Ongoing Compliance:**

After award of contract, Contractors must continue to meet or exceed all the requirements outlined in this Contract and all Attachments throughout the term of the contract. DOCCS reserves the right to require documentation from any Contractor at any time throughout the term of the contract to verify ongoing compliance.

**Disqualified Resources:**

Any Candidate that an Authorized User deems unfit to perform a position at the time of IFB response or any time in the future shall be recorded by notifying the Contractor in writing, and may result in that Candidate being disqualified from performing future services for the Authorized User under this Contract.

**Mandatory Restrictions**

1. No smoking allowed by Security Guard in Authorized User facilities other than in designated smoking
2. No Security Guard may bring any weapon of any type into any Authorized User building, including, but not limited to, the following: firearms, knives, billy clubs, nightsticks, blackjacks, gas discharge guns, etc.
3. No Security Guard may use during work hours or carry on patrol any radio, recorder, television, reading material, music maker, game or pictorial material unless approved in writing by the Authorized User.
4. No Security Guard shall be under the influence or carry the odor of alcoholic beverages while on duty, nor shall any Security Guard carry or consume any alcoholic beverage while on duty.
5. No Security Guard shall be under the influence of, carry or ingest a controlled substance, except as prescribed by medical authorities and then only if the Security Guard performance of duties shall not be impaired in any way.

**Quality of Services**

Contractor agrees that the services provided under this Contract will be provided in a professional manner in accordance with industry standards, and that all candidates proposed in response to this IFB will have all required licenses, certifications or permits necessary or required by applicable law and/or regulations to perform the requested services.

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**SCOPE OF SERVICES. cont'd****Maintenance of a Master File**

The Contractor shall maintain a Master File for each Security Guard Candidate. Each Master File must be stored in electronic format (i.e., electronic or scanned documents). Master File should contain copies of Security Guard's NYS DOS license, I-9 Employment Eligibility Form, high school degree or General Equivalency Diploma (GED), driver's license, registration, training certifications, drug test results, military credentials, NYC Fire Department Certificate of Fitness, Certificate of Compliance and any other Security Guard proof of qualification. Contractor must verify and document for the Master File the hire date or service credit date, whichever is earlier. If a Subcontractor is approved for use to provide the requested services on an Authorized User's site, the Contractor shall be require the Subcontractor to maintain the Master File and provide a complete copy of it to the Authorized User upon request.

**Reduce Work**

The Authorized User has the right to reduce the length of the work assignment and the Contractor shall be provided a minimum of five business days' notice, except when reduction is due to a force majeure event, as defined in Clause 44 of Appendix B, or if the Security Guard presents a risk to the safety and well-being of his/herself or others. Contractors shall not assess any fees or penalties for reductions in work assignments.

**Generic E-Mailbox**

Contractor shall maintain a generic e-mail mailbox for use by Authorized Users. The e-mailbox must be monitored consistently throughout each business day in order to provide timely responses to Authorized Users' requests. Any changes to the generic e-mailbox must be provided within one (1) business day to the Contract Manager listed on the Contract Award Notification page.

**Ongoing Compliance**

After award of contract, Contractors must continue to meet or exceed all the requirements outlined in this Contract and all Appendices throughout the term of the contract. The Authorized User reserves the right to require documentation from any Contractor or Subcontractor at any time throughout the term of the contract to verify ongoing compliance.

**Disqualified Resources**

Any Candidate that an Authorized User deems unfit to perform a position at the time of IFB response or any time in the future shall be recorded by notifying the Contractor in writing, and may result in that Candidate being disqualified from performing future services for the Authorized User under this Contract.

**Miscellaneous**

Security Guard is required to bring their own water; drinking water is not available at the facility.

All Security Gaurds will be required to provide their cell phone numbers to the Watch Commander at the Wshington Correcitonal Facility upon Award of contract.

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**IFB #2022-10**  
**BID COST SHEET**

*Bidder's bid price shall be inclusive of all costs including travel, licenses, insurance, administrative, profit, all labor and equipment costs, reporting or other requirements, all overhead costs, and other ancillary costs.*

Pricing will be based on the per person hourly rate.

- The Grand Total Bid is based on a 168 hour work week (24 hours per day multiplied by 7 days per week); And the hourly holiday rate is based on 11 holidays (24 hours per day multiplied by 11 holidays), as specified in "Scope of Work" – Holiday Clause

The Overtime rate is to be indicated on the bidder price page, failure to do so will warrant your bid void.

Please note that Overtime pay is not part of the Grand Total Price, however it will be reviewed and taken into consideration when determining Award.

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Straight Time Rate (per person, per hour) \$ \_\_\_\_\_

**Multiply the above Hourly Rate by 168 Hours (per person/per week) \$ \_\_\_\_\_ (A)**

Holiday Time Rate (per person, per hour) \$ \_\_\_\_\_

**Multiply the above hourly holiday rate by 264 hours\* (per person) \$ \_\_\_\_\_ (B)**

*\*(11 Holidays annually x 24 hours per day = 264 holiday hours annual)*

**ADD (A) and (B) together, this will determine the GRAND TOTAL BID PRICE \$ \_\_\_\_\_**

OVERTIME: \$ \_\_\_\_\_ (per person, per hour)

(Overtime is hours after a 40 hour work week has been completed and is not to exceed 1.5 times the hourly rate) *Overtime is unanticipated, per the "Scope of Work".*

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Name of Company Bidding

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Date

**RETURN THIS PAGE AS PART OF THE BID**



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PROCEED TO BIDDER QUESTIONS

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

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Bidder

NOTES TO BIDDERS: FAILURE TO ANSWER THE QUESTIONS WILL DELAY THE EVALUATION OF YOUR BID AND MAY RESULT IN REJECTION OF YOUR BID.

- Are prices quoted the same as or lower than those quoted other corporations, institutions and government agencies (including GSA/VA contracts) on similar products, quantities, terms and conditions? See "Best Pricing Offer" in Appendix B, General Specifications.  
If "NO", please explain on a separate sheet.

\_\_\_\_\_ YES      \_\_\_\_\_ NO

- Person or persons to contact for expediting New York State contract orders:

Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Telephone Number:

(    ) \_\_\_\_\_

Toll Free Telephone Number:

(    ) \_\_\_\_\_

Fax Number:

(    ) \_\_\_\_\_

Toll Free Fax Number:

(    ) \_\_\_\_\_

E-Mail Address:

\_\_\_\_\_

- Person or persons to contact in the event of an emergency occurring after business hours or on weekend/holidays:

State Normal Business Hours (Specify M-F, Sat, Sun):

Name:

Title:

Telephone Number:

Fax Number:

Pager Number:

Cellular Telephone Number:

E-Mail Address:

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

⇒ ⇒ ⇒ ⇒ ⇒ ⇒

BIDDERS PLEASE ANSWER THE FOLLOWING QUESTIONS:

1. Are you a New York State resident business?
2. Total number of people employed by your business:
3. Total number of people employed by your business in  
New York State:
4. Is your business independently owned and operated?

5. **BIDDER'S PRINCIPAL PLACE OF BUSINESS\*:**

\* "Principal Place of Business" is the location of the primary  
control, direction and management of the enterprise.

Bidder

\_\_\_\_\_ YES \_\_\_\_\_ NO

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ YES \_\_\_\_\_ NO

State of \_\_\_\_\_

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

⇒ ⇒ ⇒ ⇒ ⇒ ⇒

Bidder

## 6. 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:

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

\_\_\_\_\_ YES \_\_\_\_\_ NO

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Appendix 1

### Required Information and Forms

All bidders must submit the following required forms **with bid**. Forms are provided in this Appendix unless otherwise noted:

- Vendor Responsibility Questionnaire (if not completed online) (Reference page 12 for information and web links to complete)
- Tax and Finance Form ST-220-CA (Reference page 8)  
(Form ST-220-TD is filed directly with NYS Department of Tax & Finance)
- Use of Service-Disabled Veteran-Owned Business Enterprises in Contract Performance (reference page 10-11)
- M/WBE and EEO Policy Statement (pages 38 & 39)
- EEO Staffing Plan (Form EEO 100)
- Compliance with Workers' Compensation and NYS Disability Benefits Insurance Requirements (reference pages 17-23)
  - Proof of Compliance with Workers' Compensation Coverage
  - Proof of Compliance with Disability Benefits Coverage
- Contractor Insurance Requirements (reference pages 17-23):
  - Commercial General Liability
  - Comprehensive Business Automobile Liability
  - Garage Liability

## USE OF SERVICE-DISABLED VETERAN-OWNED BUSINESS ENTERPRISES IN CONTRACT PERFORMANCE

Article 17-B of the Executive Law enacted in 2014 acknowledges that Service-Disabled Veteran-Owned Businesses (SDVOBs) strongly contribute to the economies of the State and the nation. As defenders of our nation and in recognition of their economic activity in doing business in New York State, bidders/proposers for this contract for commodities, services or technology are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles. SDVOBs can be readily identified on the directory of certified businesses at [http://ogs.ny.gov/Core/docs/CertifiedNYS\\_SDVOB.pdf](http://ogs.ny.gov/Core/docs/CertifiedNYS_SDVOB.pdf).

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 of the State Finance Law and the Executive Law to use responsible and responsive SDVOBs in purchasing and utilizing commodities, services and technology that are of equal quality and functionality to those that may be obtained from non-SDVOBs. Furthermore, bidders/proposers are reminded that they must continue to utilize small, minority and women-owned businesses consistent with current State law.

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

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

Bidders/proposers can demonstrate their commitment to the use of SDVOBs by responding to the questions below and including the responses with their bid/proposal:

Bidder/Proposer Name \_\_\_\_\_

Bidder/Proposer Address \_\_\_\_\_

Are you a bidder/proposer that is a NYS certified SDVOB? Yes \_\_\_ No \_\_\_ If yes, what is your DSDVBD Control #?

Will NYS certified SDVOBs be used in the performance of this contract? Yes \_\_\_ No \_\_\_

If yes, identify the NYS certified SDVOBs that will be used below. (If additional space is required, please add to the table below).

SDVOB Name	SDVOB Address	DSDVBD Control #	Contract #
Nature of Participation	% of Total Work Performed	\$ Amount	

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Contractor will report on **actual** participation by each SDVOB during the term of the contract to the contracting agency/authority on a quarterly basis according to policies and procedures set by the contracting agency/authority.

*NOTE: Information about set asides for SDVOB participation in public procurement can be found <http://www.ogs.ny.gov/Core/SDVOBA.asp> which provides guidance for State agencies in making determinations and administering set asides for procurements from SDVOBs.*

## MINORITY/WOMEN-OWNED BUSINESS ENTERPRISES – EQUAL

## EMPLOYMENT OPPORTUNITY POLICY STATEMENT

### RETURN THIS PAGE AS PART OF THE BID

#### M/WBE AND EEO POLICY STATEMENT

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

This organization will require its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participation goals and provide Equal Employment Opportunities set by NYS DOCCS for the State-funded project by taking the following steps:

#### **M/WBE**

(1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.

(2) Utilize ESD Directory of State certified M/WBEs and solicit bids from them directly.

(3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.

(4) Where feasible, divide the work into smaller portions to increase participation by M/WBEs and encourage the formation of joint ventures and other partnerships among M/WBE contractors to encourage their participation.

(5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. The Contractor will also maintain, or, where appropriate, require its subcontractors to maintain and submit, as required by DOCCS, records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.

(6) Ensure that project payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and/or other credit requirements may be waived and/or appropriate alternatives are developed to encourage M/WBE participation.

(a) This organization will not discriminate against any employee or applicant for employment because of race, religion/creed, color, national origin, sex, age, disability, sexual orientation, military status, marital status, domestic violence victim status, arrest or conviction record, or predisposing genetic characteristics, and will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.

#### **EEO**

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_

Sign: \_\_\_\_\_

Print/Title \_\_\_\_\_

(b) This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, religion/creed, color, national origin, sex, age, disability, sexual orientation, military status, marital status, domestic violence victim status, arrest or conviction record, or predisposing genetic characteristics.

(c) At the request of the contracting agency, this organization shall request that each employment agency, labor union, or authorized representative will not discriminate on the basis of race, religion/creed, color, national origin, sex, age, disability, sexual orientation, military status, marital status, domestic violence victim status, arrest or conviction record, or predisposing genetic characteristics, and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.

(d) This organization will include the provisions of sections (a) through (c) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

**Minority/ Women Business Enterprise Liaison**

\_\_\_\_\_ is designated as the Minority/Women Business Enterprise Liaison (Name of Designated Liaison)

responsible for administering the Minority and Women-Owned Business Enterprises-Equal Employment Opportunity (M/WBE-EEO) program.

**M/WBE Contract Goals**

\_\_\_\_\_ % Minority and Women's Business Enterprise Participation

\_\_\_\_\_ % Minority Business Enterprise Participation

\_\_\_\_\_ % Women's Business Enterprise Participation

**EEO Contract Goals**

\_\_\_\_\_ % Minority Labor Force Participation

\_\_\_\_\_ % Female Labor Force Participation

\_\_\_\_\_  
(Authorized Representative)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Contact:  
**Department of Corrections and Community Supervision**  
**Support Operations / Contract Procurement Unit**  
**The Harriman State Campus**  
**1220 Washington Ave**  
**Albany, NY 12226**

**RETURN THESE 2 PAGES WITH BID**



INSERT APPENDIX A

INSERT APPENDIX B

# **Appendix C**

## **CONTRACTOR REQUIREMENTS FOR EEO AND MWBE**

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

**I. General Provisions**

- A. The Department of Corrections and Community Supervision (hereinafter referred to as "DOCCS") is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. The contractor to the subject contract (the "Contractor" and the "Contract," respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the New York State DOCCS (the "DOCCS"), to fully comply and cooperate with the DOCCS in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for certified minority and women-owned business enterprises ("MWBEs"). The Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, state or local laws.
- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Appendix or enforcement proceedings as allowed by the Contract.

**II. Contract Goals**

- A. For purposes of this procurement, the DOCCS hereby establishes an overall goal of 0% for Minority and Women-Owned Business Enterprises ("MWBE") participation, 0% for New York State certified minority-owned business enterprises ("MBE") participation and 0% for New York State certified women-owned business enterprises ("WBE") participation (collectively, "MWBE Contract Goals") based on the current availability of qualified MBEs and WBEs.
- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in Section II-A hereof, the Contractor should reference the directory of New York State Certified MBWEs found at the following internet address: <https://ny.newnycontracts.com>.

Additionally, the Contractor is encouraged to contact the Division of Minority and Woman Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

- C. Where MWBE Contract Goals have been established herein, pursuant to 5 NYCRR §142.8, the Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 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 a finding constitutes a breach of contract and the Contractor shall be liable to the DOCCS for liquidated or other appropriate damages, as set forth herein.

**III. Equal Employment Opportunity (EEO)**

- A. The Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the "Division"). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.

B. The Contractor shall comply with the following provisions of Article 15-A:

1. Contractor and subcontractor performing work on the Contract ("Subcontractor") shall undertake or continue existing EEO 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, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
2. The Contractor shall submit an EEO policy statement to the DOCCS within seventy two (72) hours after the date of the notice by DOCCS to award the Contract to the Contractor.
3. If the Contractor or Subcontractor does not have an existing EEO policy statement, the DOCCS may provide the Contractor or Subcontractor a model statement (see Form – Minority and Women-Owned Business Enterprises Equal Employment Opportunity Policy Statement).
4. The Contractor's EEO policy statement shall include the following language:
  - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
  - b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the 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.
  - c. 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.
  - d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "E" of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each Subcontractor as to work in connection with the Contract.

C. Form 101 - Staffing Plan

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. The Contractor shall complete the Staffing plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

D. Form 103 - Workforce Employment Utilization Report ("Workforce Report")

1. Once a contract has been awarded and during the term of Contract, the Contractor is responsible for updating and providing notice to the DOCCS of any changes to the previously submitted Staffing Plan. This information is to be submitted on a quarterly basis during the term of the contract to report the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted to report this information.
2. Separate forms shall be completed by Contractor and any Subcontractor.
3. In limited instances, the Contractor may not be able to separate out the workforce utilized in the performance of the Contract from the Contractor's and/or Subcontractor's total workforce. When a separation can be made, the Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from the Contractor's and/or Subcontractor's total workforce, the Contractor shall submit the Workforce Report and indicate that the information provided is the Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.

4. The Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and Subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, 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.

#### **IV. MWBE Utilization Plan**

- A. The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan, by submitting evidence thereof through the New York State Contract System ("NYSCS"), which can be viewed at <https://ny.newnycontracts.com>, provided, however, that the Contractor may arrange to provide such evidence via a non-electronic method to DOCCS, either prior to, or at the time of, the execution of the contract.
- B. The Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this Appendix.
- C. The Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, DOCCS shall be entitled to any remedy provided herein, including but not limited to, a finding of the Contractor non-responsiveness.

#### **V. Waivers**

- A. For Waiver Requests, the Contractor should use the NYSCS, provided, however, that Bidder may arrange to provide such evidence via a non-electronic method to DOCCS.
- B. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the DOCCS shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.
- C. If the DOCCS, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that the Contractor is failing or refusing to comply with the MWBE Contract Goals and no waiver has been issued in regards to such non-compliance, the DOCCS may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

#### **VI. Quarterly MWBE Contractor Compliance Report**

The Contractor is required to submit a Quarterly MWBE Contractor Compliance Report through the NYSCS, provided, however, that Bidder may arrange to provide such evidence via a non-electronic method to the DOCCS by the 10<sup>th</sup> day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

#### **IV. General Provisions**

- D. The Department of Corrections and Community Supervision (hereinafter referred to as "DOCCS") is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.

- E. The contractor to the subject contract (the "Contractor" and the "Contract," respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the New York State DOCCS (the "DOCCS"), to fully comply and cooperate with the DOCCS in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for certified minority and women-owned business enterprises ("MWBEs"). The Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, state or local laws.
- F. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Appendix or enforcement proceedings as allowed by the Contract.

## **V. Contract Goals**

For purposes of this procurement, the DOCCS hereby establishes an overall goal of 0% for Minority and Women-Owned Business Enterprises ("MWBE") participation, 0% for New York State certified minority-owned business enterprises ("MBE") participation and 0% for New York State certified women-owned business enterprises ("WBE") participation (collectively, "MWBE Contract Goals") based on the current availability of qualified MBEs and WBEs.

For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in Section II-A hereof, the Contractor should reference the directory of New York State Certified MBWEs found at the following internet address: <https://ny.newnycontracts.com>.

Additionally, the Contractor is encouraged to contact the Division of Minority and Woman Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

Where MWBE Contract Goals have been established herein, pursuant to 5 NYCRR §142.8, the Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 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 a finding constitutes a breach of contract and the Contractor shall be liable to the DOCCS for liquidated or other appropriate damages, as set forth herein.

## **VI. Equal Employment Opportunity (EEO)**

The Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the "Division"). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.

The Contractor shall comply with the following provisions of Article 15-A:

Contractor and subcontractor performing work on the Contract ("Subcontractor") shall undertake or continue existing EEO 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, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

The Contractor shall submit an EEO policy statement to the DOCCS within seventy two (72) hours after the date of the notice by DOCCS to award the Contract to the Contractor.

If the Contractor or Subcontractor does not have an existing EEO policy statement, the DOCCS may provide the Contractor or Subcontractor a model statement (see Form – Minority and Women-Owned Business Enterprises Equal Employment Opportunity Policy Statement).

The Contractor's EEO policy statement shall include the following language:

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.

The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the 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.

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.

The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "E" of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each Subcontractor as to work in connection with the Contract.

E. Form 101 - Staffing Plan

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. The Contractor shall complete the Staffing plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

F. Form 103 - Workforce Employment Utilization Report ("Workforce Report")

Once a contract has been awarded and during the term of Contract, the Contractor is responsible for updating and providing notice to the DOCCS of any changes to the previously submitted Staffing Plan. This information is to be submitted on a quarterly basis during the term of the contract to report the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted to report this information.

Separate forms shall be completed by Contractor and any Subcontractor.

In limited instances, the Contractor may not be able to separate out the workforce utilized in the performance of the Contract from the Contractor's and/or Subcontractor's total workforce. When a separation can be made, the Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from the Contractor's and/or Subcontractor's total workforce, the Contractor shall submit the Workforce Report and indicate that the information provided is the Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.

The Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and Subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, 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.

#### **IV. MWBE Utilization Plan**

The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan, by submitting evidence thereof through the New York State Contract System ("NYSCS"), which can be viewed at <https://ny.newnycontracts.com>, provided, however, that the Contractor may arrange to provide such evidence via a non-electronic method to DOCCS, either prior to, or at the time of, the execution of the contract.

The Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this Appendix.

The Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, DOCCS shall be entitled to any remedy provided herein, including but not limited to, a finding of the Contractor non-responsiveness.

#### **V. Waivers**

For Waiver Requests, the Contractor should use the NYSCS, provided, however, that Bidder may arrange to provide such evidence via a non-electronic method to DOCCS.

If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the DOCCS shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.

If the DOCCS, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that the Contractor is failing or refusing to comply with the MWBE Contract Goals and no waiver has been issued in regards to such non-compliance, the DOCCS may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

#### **VI. Quarterly MWBE Contractor Compliance Report**

The Contractor is required to submit a Quarterly MWBE Contractor Compliance Report through the NYSCS, provided, however, that Bidder may arrange to provide such evidence via a non-electronic method to the DOCCS by the 10<sup>th</sup> day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.



**CONTRACTOR CERTIFICATION FORMS**  
**(Pursuant to Section 5-A of the Tax Law)**

**Form ST-220-TD (4 pages)**

***If filing with the Department of Taxation & Finance for the first time, or previously submitted information needs to be updated, these 4 pages must be removed from this bid, completed, signed and submitted directly to the Department of Taxation and Finance.***

***(Bidders may access and complete a fillable Form ST-220-CA by using the following link:***

***[http://www.tax.ny.gov/pdf/current\\_forms/st/st220td\\_fill\\_in.pdf](http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf)***

**Form ST-220-CA (2 pages)**

***Regardless of whether ST-220-TD is being filed/updated for this bid or not, these 2 pages must be completed, signed and returned with this bid.***

***(Bidders may access and complete a fillable Form ST-220-CA by using the following link:***

***[http://www.tax.ny.gov/pdf/current\\_forms/st/st220ca\\_fill\\_in.pdf](http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf)***



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# **APPENDIX 1**

## **REQUIRED FORMS**

Procurement Lobbying Certification SFL§ 139-J & 139-K  
State Finance Law § 139-I  
NYS Required Certifications: EO 177  
Vendor Assurance of No Conflict of Interest or Detrimental Effect  
Form ST-220-CA  
Certificates of Insurance  
Proof of Compliance with Workers' Compensation Coverage  
Requirements  
Proof of Compliance with Disability Benefits Coverage  
Requirements  
Non-Disclosure Agreement

## PROCUREMENT LOBBYING CERTIFICATION

By signing, the offerer/bidder affirms that it understands and agrees to comply with the NYS Office of General Services (OGS) procedures relative to permissible contacts, as required by State Finance Law §139-j and §139-k.

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

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

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Contractor Name: \_\_\_\_\_

Contractor Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

### Offerer Certification:

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

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

### Procurement Lobbying Termination

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

## **State Finance Law § 139-l Certification**

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

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

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

<b>Authorized Signature</b>		<b>Date</b>	
<b>Print Name</b>		<b>Title</b>	
<b>Company Name</b>			
<b>D/B/A – Doing Business As (if applicable)</b>			
<b>Address</b>			
<b>City</b>	<b>State</b>	<b>Zip</b>	

**RETURN THIS PAGE AS PART OF THE BID**



# Corrections and Community Supervision

## **Vendor Assurance of No Conflict of Interest or Detrimental Effect**

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

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

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

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

Name, Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

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

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

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

Name	Title

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

2. The confidential information disclosed by DOCCS under this Agreement is described as: **Security procedures being followed, grounds and building layout, phone numbers and facility procedures**

3. The Recipient shall keep the information confidential and shall use the confidential information only for **IFB2022-10**

The Recipient shall not make any copies of the confidential information except as necessary for its employees who are entitled to view it under Section 1 above. Any copies made shall be identified as belonging to DOCCS and marked “confidential” or with a similar legend.

4. The Recipient shall, where applicable, protect the confidential information in a manner consistent with the Health Insurance Portability and Accountability Act (“HIPAA”) of 1996 Privacy and Security provisions and all other applicable regulations.

5. The Recipient shall comply with all Federal and State regulations intended to protect criminal history records as they apply to the confidential information.



6. The Recipient shall comply with all DOCCS directives, policies, practices and procedures as they apply to the protection of the confidential information.

7. The Recipient shall, in the event, of unauthorized disclosure of the confidential information, immediately notify DOCCS, in writing, and fully comply with the requirements of the New York State Breach Notification Act.

8. Any unauthorized disclosure of procurement information may subject Recipient to criminal, civil, and/or administrative penalties.

9. To the extent permitted by law, the Recipient shall protect the disclosed confidential information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication of the confidential information as the Recipient uses to protect its own confidential information of a like nature.

10. The Recipient shall have a duty to protect all confidential information which is disclosed to it, whether disclosed in writing, orally or in any other manner and which is identified as confidential at the time of disclosure. If the disclosure is in writing, it shall be marked “**confidential**.” If a disclosure is not in writing, DOCCS shall provide Recipient with a written memorandum summarizing and designating such information as confidential within thirty (30) days of the disclosure.

11. This agreement controls information that is disclosed to Recipient between **June 1, 2022 through May 31, 2023.**

12. The Recipient’s duties under paragraph 3,4,5,6 & 7 of this Agreement shall expire (1) year after the information is received. The recipient shall return or destroy all DOCCS confidential information. All paper documents and any copies, made in accordance with #3 above, are to be shredded. Electronically stored information is to be destroyed by shredding or securely wiping the media.

13. This Agreement imposes no obligation upon the Recipient with respect to confidential information which (a) was in the Recipient’s possession before receipt by DOCCS; (b) is or becomes a matter of public knowledge through no fault of the Recipient; (c) is received by the Recipient from a third party without a duty of confidentiality; (d) is disclosed by DOCCS to a third party without a duty of confidentiality on the third party; (e) is independently disclosed by the Recipient with DOCCS’ prior written approval; (f) is developed by the Recipient without reference to information disclosed hereunder.

14. DOCCS warrants that it has the right to make the disclosure under this Agreement.

15. Neither party acquires any intellectual property under this Agreement.

16. Neither party has an obligation under this Agreement to purchase, sell or license any service or item from the other party.

17. The Recipient shall adhere to U.S. Export Administration laws and Regulations and shall not export or re-export technical data, information or products received from DOCCS or the direct product of such technical data or information to any proscribed country listed in the U.S. Export Administration Regulations, unless properly authorized by the U.S. Government.

18. The parties do not intend that any agency or partnership be created between them by this Agreement.

19. All additions or modifications to this Agreement must be in writing and signed by both parties.

20. This Agreement is made under and shall be governed by the laws of the State of New York.

21. Neither party may assign its rights or obligations under this Agreement without the written consent of the other party. Any assignment made without said consent shall be null and void.

22. The recipient shall indemnify and hold harmless DOCCS and the State of New York from any and all suits, causes of actions, claims, grievances, damages, judgments, and costs of every name and description under this Agreement, unless such injuries or damages are directly attributable to the intentional acts or negligent conduct of DOCCS, the State of New York, or their employees.

23. The failure of DOCCS to insist upon strict adherence to any provision or other requirement of this Agreement shall not be considered a waiver to deprive DOCCS of the right to insist upon strict adherence of the terms of this Agreement in the future.

24. If any provision, or portion thereof, of this Agreement is, or becomes, invalid under any applicable statute or rule of law, it is to be deemed stricken and the rest of this Agreement shall remain in full force and effect.

25. This Agreement may be terminated immediately by either party upon delivery of written notice of termination to the other party. Such termination shall not affect Recipient's duty with respect to confidential information disclosed prior to termination.

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

NYS Department of Corrections and Community  
Supervision

**CONTRACTOR NAME**

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By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: Melissa McLaughlin

Print Name: \_\_\_\_\_

Title: Director, Budget and Finance

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_