



Corrections and Community Supervision

INVITATION FOR BIDS (IFB) # 2020-27ELM

Dental Services at Elmira Correctional Facility

Issue Date: October 2, 2020

Mandatory Site Visit Date: October 13, 2020 at 9:00 AM

Bidder Questions Due: October 20, 2020 by 3:00 PM

Bid Due Date & Time: October 29, 2020 by 3:00 PM

Contract Period: Two (2) years

(with option to extend for up to three one-year renewals)

IMPORTANT: SEE NOTICE TO BIDDERS CLAUSES HEREIN

E-Mail or Facsimile Bid Submissions are NOT Acceptable

Designated Contact

Name: Randi Hammond

Phone: (518) 436-7886 ext. 3042

Email: Randi.Hammond@doccs.ny.gov

Alternate Designated Contact

Name: Linda Mitchell

Phone: (518) 436-7886 ext. 3115

Email: Linda.Mitchell@doccs.ny.gov

The Harriman State Campus, 1220 Washington Avenue, Albany, NY 12226 | 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), Appendix B (General Specifications), 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 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 and Appendix B 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:		Printed or Typed Name:		
Date:		Title:		

RETURN THIS PAGE AS PART OF THE BID

CHECKLIST FOR IFB # 2020-27ELM

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
 - NYS Vendor Identification Number
 - Bidder's Signature
 - Individual, Corporation, Partnership, or LLC Acknowledgement (*must be notarized*)
- MWBE / EEO / SDVOB Forms as applicable (see pages 9-11)

Forms available at: <https://doccs.ny.gov/procurement-opportunities>
- Vendor Responsibility Questionnaire
 - Electronic Filing - Certified Date: _____ *Must be certified within the last 6 months*
- Certificates of Insurance
- Proof of Compliance with Workers' Compensation Coverage Requirements
- Proof of Compliance with Disability Benefits Coverage Requirements
- Bid Price Page (page 35)
- Notes to Bidders and Questions (pages 36-38)
- Procurement Lobbying Certification (page 39)
- NYS Required Certifications: EO 177 & State Finance Law § 139-I (page 40)
- Vendor Assurance of No Conflict of Interest or Detrimental Effect (page 41)
- Contractor Certification Forms (*Must Be Notarized*) (page 42)
- Form ST-220-CA (refer to instructions on page 42)
- Form A – State
- Non-Disclosure Agreement
- Signed copies of any Addendums and Questions & Answers document (if applicable)

Signature: _____

Date: _____

Print Name: _____

Name of Company: _____

RETURN THIS PAGE AS PART OF THE BID

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) – Elmira Correctional Facility 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:

The Elmira Correctional Facility Business Office will receive bids pursuant to the provisions of Article XI of the 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 original copy of the bid is required, unless otherwise specified herein.

2. BID SUBMISSION

When submitting your bid, please submit complete original bid package, including all bidder questions and required certifications. You are not required to return Appendix A and Appendix B to this office. You may keep 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 to Elmira Correctional Facility 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. See "Bid Submission" in Appendix B, General Specifications. Bids shall be delivered to:

**State of New York
Department of Corrections and Community Supervision
Division of Support Operations/Contract Procurement Unit
Attention: Randi Hammond
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 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.**

4. IMPORTANT BUILDING ACCESS PROCEDURES

Bidders attending bid openings must pre-register for building access by contacting Randi Hammond at (518) 436-7886 ext. 3042 or by email at Randi.Hammond@doccs.ny.gov at least 24 hours prior to bid opening. To access the building, all visitors must 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.

GENERAL INFORMATION

NON-COLLUSIVE BIDDING CERTIFICATION:

(Reference: State Finance Law Section 139-d and Appendix A, Clause 7)

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies 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;

(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).

INQUIRIES / ISSUING OFFICE:

All inquiries concerning this specification will be addressed to the following **Designated Contact:**

PRIMARY CONTACT

Name: Randi Hammond
Contract Management Specialist I
Phone No.: (518) 436-7886 ext: 3042
E-Mail: Randi.Hammond@doocs.ny.gov

SECONDARY CONTACT

Name: Linda Mitchell
Contract Management Specialist II
Phone No.: 518-436-7886 ext. 3115
E-Mail: Linda.Mitchell@doocs.ny.gov

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

Bidders entering into a contract with the State are expected to comply with **all** the terms and conditions contained herein. Answers to all questions of a substantive nature will be given to all Prospective Bidders in the form of a formal addendum which will become part of the ensuing contract.

QUESTIONS AND RESPONSES

All questions should be submitted in writing, via email, citing the particular bid sections and paragraph number. The prospective bidder should notify the DESIGNATED CONTACT of any term, condition, etc., that precludes the vendor from submitting a compliant, responsive bid. 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.

Answers to all questions of a substantive nature will be posted in the form of an addendum on the following websites: NYS Contract Reporter <https://www.nyscr.ny.gov/> and DOCCS Procurement Opportunities <http://www.doocs.ny.gov/RFPs/rfps.html> and will become part of the procurement record and the resulting contract. **The deadline for submission of questions will be 3:00 PM on Tuesday, October 20, 2020.** Any questions received after the due date may not be addressed. **Official responses to questions received in writing by the due date will be posted by Monday, October 26, 2020.** It is each bidder's responsibility to visit the above-mentioned websites to determine if any addenda are issued regarding this solicitation prior to submitting a bid. Bidders entering into a contract with the State are expected to comply with all the terms and conditions contained herein.

GENERAL INFORMATION

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 NYSDOCCS – Elmira Correctional Facility 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 – Elmira Correctional Facility, 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 – Elmira Correctional Facility 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:

NYSDOCCS – Elmira Correctional Facility 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 – Elmira Correctional Facility 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 – Elmira Correctional Facility 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 – Elmira Correctional Facility and the Office of the State Comptroller encourages vendors to seek resolution of disputes through consultation with NYSDOCCS – Elmira Correctional Facility 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 Amended April 26, 2006 (Appendix 2):

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.

This law imposes upon certain contractors the obligation to certify whether or not the contractor, its affiliates, and its subcontractors are required to register to collect state sales and compensating use tax. 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. 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. This form certifies to the procuring agency that the contractor has filed ST-220-TD with DTF in compliance with the law.**

GENERAL INFORMATION

Bidders should complete and submit the certification forms within two business days of request (if the forms are not submitted to DTF and/or 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, (facility name) 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.

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.**

APPENDIX B:

Appendix B, *General Specifications (Commodities and Non-Technology Services)*, dated August 2012, attached hereto, is hereby expressly made a part of this Bid Document as fully as if set forth at length herein and shall govern any situations not covered by this Bid Document or Appendix A. **Please retain this document for future reference.**

APPENDIX C:

Appendix C, *Contractors' Requirements and Procedures for Equal Employment and Participation Opportunities for Minority Group Members and New York State Certified MWBE*, attached hereto, expressly made a part of this Bid Document as fully set forth at length herein and shall govern any situations not covered by this Bid Document or Appendix A or Appendix B. **Please retain this document for future reference.**

GENERAL INFORMATION

CONFLICT OF TERMS AND CONDITIONS:

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

- a) Appendix A
- b) Appendix B
- c) Contract resulting from this Invitation for Bid
- d) Appendix C
- e) This Invitation for Bid
- f) 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.

The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25 percent of the total value of the contract.

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

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

By submitting a bid or proposal, a bidder agrees to demonstrate its good faith efforts to achieve the applicable MWBE participation goals by submitting evidence thereof through the New York State Contract System ("NYSCS"), which can be viewed at <https://ny.newnycontracts.com>, provided, however, that a bidder may arrange to provide such evidence via a non-electronic method by contacting the designated contact(s) for this procurement. Additionally, a bidder will be required to submit the following documents and information as evidence of compliance with the foregoing:

GENERAL INFORMATION

1. An MWBE Utilization Plan with their bid or proposal. Any modifications or changes to an accepted MWBE Utilization Plan after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to DOCCS for review and approval.

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

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

DOCCS may disqualify a bidder as being non-responsive under the following circumstances:

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

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

The successful bidder will be required to submit a **quarterly** M/WBE Contractor Compliance & Subcontractor Payment Report to DOCCS, by the 10th day following each end of **quarter** as applicable over the term of the Contract documenting the progress made toward achievement of the MWBE goals of the Contract.

Equal Employment Opportunity Requirements

By submission of a bid or proposal in response to this solicitation, the bidder 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.

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.

GENERAL INFORMATION

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 to discuss methods of maximizing participation by SDVOBs on the Contract.

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.

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 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>

GENERAL INFORMATION

Pursuant to New York State Finance Law § 139-I, 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.

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 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
Form to be completed: https://www.osc.state.ny.us/vendors/forms/ac3237s_fe.pdf

GENERAL INFORMATION

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 or to enroll, go directly to the VendRep System online at <https://portal.osc.state.ny.us>

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/forms_vendor.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.

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.

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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.

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.

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The Contractor retains ultimate responsibility for all services performed under a contract.

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 a 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:

Bid price shall be inclusive of all costs; including, but not limited to, labor, materials, parts, supplies, transportation, travel, licenses, insurance, administrative, profit, ancillary costs, and miscellaneous charges such as any applicable taxes or fees.

METHOD OF AWARD:

DOCCS intends to award contracts to no more than **three (3)** responsive and responsible bidders with the lowest total for each Lot. Elmira Correctional Facility will use the selected bidders' contracts based on cost. The bidder with the lowest price per Lot will be awarded the contract for the primary source, and the other selected bidders in that region will be ranked by price per Lot (lowest to highest). If the primary Contractor cannot supply the qualified dental services requested, the correctional facility will submit the request to the Contractor with the next lowest quoted price per Lot (and so forth).

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)
- 7) Previous Vendor

(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.

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.

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“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 www.osc.state.ny.us/epay/index.htm, by email at epunit@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:

Payment will be based on an invoice used in the supplier's normal course of business. Each company invoice must be itemized and include the following information:

1. A unique invoice number
2. NYS Contract Number
3. Contractor's New York State Supplier (Vendor) ID
4. Purchase Order Number
5. PO Line Number and Description

Invoices without the above stated information will be returned to Contractor to be completed as required in the paragraph above. Payment will not be issued and will not be due and owing until a corrected invoice is received and approved by DOCCS.

**All Invoices are to be submitted for payment to:
Business Service Center Accounts Payable -or- accountspayable@ogs.ny.gov
1220 Washington Ave., Building 5, 5th Floor
Albany, NY 12226**

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. See "Estimated/Specific Quantity Contracts" in Appendix B, General Specifications.

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CONTRACT PERIOD AND RENEWALS:

It is the intention of the State to enter into a contract for a period of two years, with the possibility of up to three one-year extensions, as stated on the 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 Contract Award Notification.

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.

If mutually agreed between the Department of Corrections and Community Supervision and the contractor, the contract may be renewed under the same terms and conditions for additional period(s) not to exceed a total contract term of five (5) years.

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.

PRICE ADJUSTMENT:

Price shall remain firm for the first year. Thirty days prior to each anniversary date of the award, the Contractor may request a rate change (increase or decrease) based upon fluctuations in the latest published copy of the Consumer Price Index for all urban consumers as published by the U S. Department of Labor, Bureau of Labor Statistics, Washington, D.C. 20212. (**Specifically—Northeast Urban, Not Seasonally Adjusted, Services, Series ID: CUUR0100SAS**). The index is also available through the Internet at the US Bureau of Labor Statistics web site at www.bls.gov.

If during the time the Price Adjustment is requested, and the above series ID is discontinued or not available, the State reserves the right to implement another applicable index.

Price adjustments using the CPI involve changing the base payment by the percent change in the level of the CPI between the reference period and a subsequent time period. This is calculated by first determining the index point change between the two periods and then the percent change. The price adjustment shall be calculated as follows. Take the CPI for the 3rd month prior to the month of the start date of the awarded contract and subtract this figure from the CPI value for the 3rd month prior to the anniversary date of the awarded contract. (e.g.: If contract begins in June, use the March CPI) That sum is then divided by the CPI value for the original 3rd month prior to start date and this result is then multiplied by 100 to equal the percent change which is the price adjustment value. This percentage of increase or decrease shall be applied to the next contract year, effective on the anniversary date of the contract. The following example illustrates the computation of percent change:

Example (fictitious):

CPI for current period	136.0
Less CPI for previous period	129.9
Equals index point change	6.1
Divided by previous period CPI	129.9
Equals	0.047
Result multiplied by 100	0.047 x 100
Equals percent change	4.7

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The Contractor has the sole responsibility to submit invoices at the adjusted rate on the applicable anniversary date and shall provide a copy of the index and other supporting documentation necessary to support the increase or decrease to the Authorized User, as appropriate. Should the Contractor fail to submit adjusted invoices and/or supporting documentation within three (3) months after the applicable anniversary date, the Contractor shall be deemed to have waived its right to any increase in price for that year, but the State shall not be barred from making the appropriate adjustment in the case of a decrease determined in accordance with the above methodology.

CANCELLATION FOR CAUSE AND CONVENIENCE:

This agreement may be terminated by mutual agreement upon thirty (30) days' written notice. Also, Elmira Correctional Facility may terminate the agreement immediately for cause, upon written notice, if the contractor fails to comply with the terms and conditions of this agreement and/or with any laws, rules, regulations, policies or procedures of the State of New York affecting this agreement.

The State of New York retains the right to cancel this contract, in whole or in part without reason provided that the Contractor is given at least thirty (30) days notice of its intent to cancel. This provision should not be understood as waiving the State's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision. Any such cancellation shall have no effect on existing Agency agreements, which are subject to the same 30-day discretionary cancellation or cancellation for cause by the respective user Agencies.

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. See "Performance Qualifications," "Disqualification for Past Performance" and "Employees/Subcontractors/Agents" in Appendix B, Specifications.

CONTRACTOR ASSURANCES

The bidder and subsequent contractor warrants that it has carefully reviewed the needs of the State for dental care services at Elmira Correctional Facility, as described in the IFB and its attachments and otherwise communicated in writing by the State to the bidder and subsequent contractor, that it has familiarized itself with the Department's specifications, and it warrants that it can provide such services as described in the IFB and as represented in its bid. The bidder and subsequent contractor agrees that it will perform its obligations hereunder in accordance with all applicable Federal, State, and local laws, rules, and regulations now or hereafter in effect.

The bidder and subsequent contractor warrants and affirms that the terms of the IFB, and any resultant contract, do not violate any contracts or agreements to which it is a party, and that its other contractual obligations will not adversely influence its capabilities to perform under the contract.

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

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.

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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.

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 Contract number;
- Be signed by an authorized representative of the referenced insurance carriers; and
- Contain the following language in the Description of Operations / Locations / Vehicles section: Additional insured protection afforded is on a primary and non-contributory basis. A waiver of subrogation is granted in favor of the additional insureds.

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

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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.
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,

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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.

9. **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.
10. **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 two million dollars (\$2,000,000.00) 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.
11. **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.
12. **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.
13. **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

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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
Commercial General Liability	[Not less than \$2,000,000 each occurrence]	Upon Notification of Tentative Award
General Aggregate	\$2,000,000	
Products – Completed Operations Aggregate	\$2,000,000	
Personal and Advertising Injury	\$1,000,000	
Medical Expenses Limit	\$5,000	
Business Automobile Liability Insurance	[Not less than \$2,000,000 each occurrence]	
Workers' Compensation		
Disability Benefits		

- 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].

GENERAL INFORMATION

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.

3. **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.**

The failure to comply with the requirements of this Attachment at any time during the term of any Contract resulting from this Solicitation shall be considered a breach of the terms of any Contract resulting from this Solicitation and shall allow the People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use any Contract resulting from this Solicitation and their officers, agents, and employees to avail themselves of all remedies available under any Contract resulting from this Solicitation, at law or in equity.

GENERAL INFORMATION

Proof of Compliance with Workers' Compensation Coverage Requirements:

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

Proof of Compliance with Disability Benefits Coverage Requirements:

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

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

ALL OF THE ABOVE REFERENCED FORMS, EXCEPT CE-200, SI-12 & DB-155 MUST NAME:

Elmira Correctional Facility P.O. Box 500, Elmira, NY 14902-0500 as the Entity Requesting Proof of Coverage (Entity being listed as the Certificate Holder)

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

REFERENCES:

As per the "Vendor Responsibility Disclosure" clause, 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, fax 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:

As per the "Vendor Responsibility Disclosure" clause, 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.

GENERAL INFORMATION

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 re-manufacturer does not offer new equipment. See "Recycled or Recovered Materials" in Appendix B, General Specifications.

INFORMATION TO BE FURNISHED WITH BID:

The bidder shall submit with its bid detailed specifications, circulars and all necessary data on the product to be furnished. If the product offered differs from the provisions listed, such differences must be explained in detail. Failure to submit any of the above data may result in rejection of the bid. The State, however, reserves the right to request any additional information deemed necessary for the proper evaluation of bids.

EPA ENERGY STAR PROGRAM:

The Federal EPA, in cooperation with manufacturers, continues a program to foster the manufacture of energy efficient equipment. New York State fully supports this effort and requires all products offered to comply with EPA Energy Star guidelines for energy efficiency. The State may discontinue use of and/or delete from contract selected products as mandated by any NYS energy legislation that is enacted during the term of this contract. The contractor shall have no recourse with the State for such discontinuance/deletion.

PREFERRED SOURCE NOTE:

All bidders should note that certain legally established preferred source suppliers, such as Correctional Industries (Corcraft), New York State Preferred Source Program For People Who Are Blind, and NYS Industries for the Disabled have expressed an interest in supplying products/services covered by this solicitation. Therefore, one or more of these suppliers may be designated as a "Preferred Source" and as a result, we may issue no award for the products/services affected.

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.

GENERAL INFORMATION

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. that 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;
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.

MANDATORY SITE VISIT:

Each bidder must visit the site prior to the bid opening to familiarize itself with the facilities at the agency. See "Site Inspection" in Appendix B, OGS General Specifications.

GENERAL INFORMATION

Bidders intending to submit a bid will be required to attend a mandatory site visit, which will include an informational meeting and a tour of the facility on October 13, 2020, at 9:00 AM. This is the only date and time available for inspection. Alternate dates for additional site inspections will not be available. It is recommended that attendees arrive at least thirty minutes prior to scheduled time of the site visit with photo identification.

Due to security restrictions, all **Bidders must pre-register for the site visit by contacting Pamela Wyckoff at (607) 734-3901 ext. 3100 or you can e-mail Pamela.Wyckoff@doccs.ny.gov by 3:00 PM, October 8, 2020.**

Failure to attend the mandatory site visit will result in rejection of the bid. Prospective bidders arriving after the substantive portion of the site visit begins (as reasonably determined by the facility manager) will be precluded from attending the site visit, and therefore unable to submit a responsive bid.

In accordance with State Finance Law §139-j(3)(a)(3), this mandatory site visit is covered by the permissible subject matter authorization. A vendor is authorized to speak with representatives other than Designated Contact(s) for the sole purpose of the site visit (to arrange attendance, during the conduct of the visit and to pose questions regarding the site).

The site visit will provide an opportunity for Bidders to see firsthand the existing equipment, the tasks to be performed and the special needs of the facility. Questions during the site visit will be permitted. It is suggested that the bidder note the question and ask at the end of the tour. Completion of the Site Visit Verification Form is required and will be available to sign at the time of the Site Visit.

Verbal answers are not official answers. **All questions asked at the conference or after the tour must be submitted via email to the designated contact for this solicitation no later than 3:00 PM on October 20, 2020.** Official answers to all questions will be distributed in the form of an addendum via email to all attendees of the mandatory site visit. Only answers provided by addendum are considered official.

NOTE: If there are any questions Bidders would like addressed at the site visit, Bidders should submit them in writing, to the designated contact prior to the date of the site visit. Questions during the site visit will be permitted, however, only questions submitted in writing and answered via addendum will be considered official.

CONSULTANT DISCLOSURE REPORTING REQUIREMENTS:

Pursuant to New York State Finance Law, Section 163(4)(g), state agencies must require all contractors, including subcontractors, that provide consulting services for State purposes pursuant to a contract to submit an annual employment report for each such contract, such report to include for each employment category within the contract: the number of employees employed to provide services under the contract, the number of hours they work, and the total compensation under the contract for those employees. Consulting services are defined as analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services.

GENERAL INFORMATION

Upon notification of award for this IFB, the selected Contractor must complete Form A, *State Consultant Services*. The completed Form A should include information for all employees that will be providing services under the contract resulting from this IFB.

The Contractor must submit Form B, *State Consultant Services Contractor's Annual Employment Report*, to report annual employment information required by the statute. This form captures historical information, detailing actual employment data for the most recently concluded State fiscal year (April 1 – March 31). Submit Form B to DOCCS Budget & Finance Unit, the Consultant Reporting Section of the Bureau of Contracts at OSC, and the Department of Civil Service (DCS) at the addresses provided below.

Submit the completed Form B annually by May 15 for each State fiscal year (or portion thereof) the contract is in effect, as follows (*See Attachment 3 for Instructions and Forms.*)

DOCCS: NYS Department of Corrections and Community Supervision
Contract Procurement Unit
1220 Washington Avenue, Albany, NY 12226
-or- doccscontracts@doccs.ny.gov

OSC: Attn: Consultant Reporting Sections of the Bureau of Contracts
NYS Office of the State Comptroller, Bureau of Contracts
110 State Street, Floor 11, Albany, NY 122236
DCS: NYS Department of Civil Service
Alfred E. Smith Office Building, Albany, NY 12239

SERVICE REQUIREMENTS

QUALITY OF SERVICES

The Correctional Facility shall have the right to interview a Candidate to determine his/her qualifications. The qualifications must reflect the positions of Dentist 1 and Dentist 2. The Correctional Facility reserves the right to reject the Candidate if the Correctional Facility determines that the Candidate is not qualified. The Correctional Facility has the right to request a replacement Candidate if the original selected Candidate is deficient in the performance of an assignment. Contractor shall warrant that the services acquired under the Contract will be provided in a professional manner in accordance with industry standards, and that all candidates will have the required licenses, certifications, or permits necessary or required by law to perform the requested services.

DISQUALIFIED RESOURCES

Any Employee that a Correctional Facility deems unfit to perform a position at the time of suggestion or any time in the future shall be recorded by notifying the Contractor in writing, and may result in that Employee being disqualified from performing future services for the Correctional Facility under this Contract.

LATE ARRIVAL

The Correctional Facility shall not pay for any scheduled time for the period the Employee was late. In addition, repeated lateness by multiple Employees from a single Contractor may be considered an example of poor service and may result in a cancellation of contract.

MAINTENANCE OF A MASTER FILE

The Contractor shall maintain a Master File for each Candidate and keep it in electronic format (i.e., electronic or scanned documents). The Contractor shall provide a Candidate's Master File to the Correctional Facility when suggesting a Candidate for a role.

REPLACEMENT CANDIDATES

The Contractor must recommend a replacement Candidate within two (2) workdays of request from a Correctional Facility. The Correctional Facility may review Contractor's selection process and/or Candidate resumes. If a Contractor cannot provide a replacement Candidate within the time periods specified then the Correctional Facility will consider the request unfulfilled and make a request for a Candidate from the next successive Contractor.

A background check must be provided as per "Attachment 1 – Background Check Requirements" on the replacement Candidate before they begin working.

If the Candidate's Master File contains educational background verification and social security number verification, then these items may be omitted from the initial background check at the discretion of the Correctional Facility if the Correctional Facility does not need this information. If the Master File contains employment verification from previous engagements with the State, then employment verification is only required to be updated going back to the previous verification included in the Master File.

REDUCE WORK

The Correctional Facility has the right to reduce the length of the work assignment and the Contractor shall be provided as much notice as is reasonably possible. A minimum of 24 hours' notice will be given, except when reduction is due to a force majeure event, or if Employee 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.

NEW YORK STATE AND DOCCS POLICIES

Any individual who is hired by the contractor to work in this program agrees, by virtue of accepting his/her assignment, to abide by all of the rules and regulations of the Department. Orientation will be provided to the awarded contractor. It is the responsibility of the contractor to see that all contractor employees are aware of the rules and regulations of the Department that apply to their service under the contract. Copies of the Department Employee Rule Book will be made available to the contractor.

SERVICE REQUIREMENTS

The Contractor agrees to comply with all applicable New York State and DOCCS policies, procedures, regulations and directives throughout the term of the contract. Any individual Provider hired by the Contractor to work in the facilities and approved by DOCCS, by virtue of accepting his/her assignment, must abide by all the policies, rules and regulations of the Department. Specifically, each individual Provider is to be made aware of and agree to comply with the following Department Directives, as currently written, or as revised.

- #2216 – Fingerprinting/Criminal History Inquiry - New Employees and Contractors
- #2612 – Inmates with Sensorial Disabilities
- #2614 – Reasonable Accommodations for Inmates with Disabilities
- #2810 – Information Security Policy
- #4027A – Sexual Abuse Prevention & Intervention - Inmate-on-Inmate
- #4028A – Sexual Abuse Prevention & Intervention – Staff -on-Inmate
- #4900 - Security in the Gate Areas/Secure Posts
- #4936 - Search of DOCCS Employees

Note: Directives are not included in this IFB but will be made available to the approved Contractors. These Directives will have no bearing on bid price. Each Provider shall participate in an Orientation Program at the facility in accordance with Training Manual 7.150 “Orientation Program for Per Diem and Non-Departmental Employees” (included in Appendix D).

DOCCS POLICIES IMPLEMENTING THE PRISON RAPE ELIMINATION ACT (PREA)

In keeping with the Prison Rape Elimination Act (PREA), DOCCS has zero tolerance for sexual abuse or sexual harassment. DOCCS recognizes that inmates and parolees have the right to be free from sexual abuse and sexual harassment.

Orientation and periodic training: Contractor shall require each Provider to participate in general PREA training (“Sexual Abuse Prevention and Response Introduction/Refresher”) as well as specialized PREA training for medical professionals (“Inmate Sexual Assault Post Exposure Protocol/PREA”) prior to providing services under the Contract.

Such training shall be conducted at the Correctional Facility and each Provider shall sign acknowledgement forms that they have completed and understand the training that has been provided. Periodic training, including review of annual written refresher information (DOCCS Training Bulletin #7) and refresher training at least every two years, is also mandatory.

The training will address Providers responsibilities under the Department’s sexual abuse and sexual harassment prevention, detection, and response policies and procedures pursuant to PREA. This includes zero-tolerance for sexual abuse and sexual harassment; Providers duties to report allegations of sexual abuse, harassment or retaliation; the right of inmates to be free from sexual abuse and harassment; how to avoid inappropriate relationships with inmates; how to communicate effectively and professionally with inmates including lesbian, gay, bisexual, transgender, intersex, and gender nonconforming inmates; and other requirements.

Providers will read the most updated version of the Policy on the Prevention of Sexual Abuse of Inmates and Training Bulletin 7 “PREA: Sexual Abuse Prevention and Response”. All Providers must acknowledge receipt in writing that they will be held accountable for and act in accordance with the policy and the law.

Prohibition of Sexual Misconduct: Providers are prohibited from having any sexual contact or engaging in any sexual conduct with an inmate. In accordance with Penal Law section 130.05, it is a crime for any employee to engage in sexual conduct or sexual contact with an inmate. For purposes of Penal Law section 130.05, an employee also includes any person providing direct services to inmates in a State correctional facility pursuant to a contractual arrangement with the Department or, in the case of a volunteer, a written agreement with the Department.

Any Provider who engages in sexual abuse shall be prohibited from contact with inmates and shall be reported to law enforcement agencies, unless the activity was clearly not criminal, and to relevant licensing bodies. DOCCS shall take appropriate remedial measures, and shall consider whether to prohibit further contact with inmates, in the case of any other violation of agency sexual abuse or sexual harassment policies by a Provider.

SERVICE REQUIREMENTS

BACKGROUND CHECK REQUIREMENTS

Background checks are required for all Providers. As set forth below, Contractor shall be obligated to undertake and complete the following background checks for each Provider it proposes prior to the start of their engagement. DOCCS shall not be held liable for any costs incurred by the Contractor to perform background checks. DOCCS shall perform a criminal background records check of each Provider under the contract in accordance with Directive #2216 "Fingerprinting/Criminal History Inquiry – New Employees, and Contractors."

A. Background Check

(1) When a Contractor proposes a Provider, any previously completed background check shall be furnished with such Provider's Master File at the time of proposal. If there was no previous background check, the Contractor shall perform a complete background check and provide the results thereof to the correctional facility. If a prior background check was completed more than six months prior, the Contractor shall perform an updated background check and provide the results thereof to the correctional facility.

(2) The Contractor is responsible for completing background checks on each Provider prior to such Provider beginning work. The completion of a background check of a given Provider shall not provide a given Provider with clearance to secured areas. A Contractor is required to maintain records of background checks for the Contract term, to include them in the Candidate's Master File, and make such records available to the State when requested.

(3) At a minimum, the background check must include the following steps:

i. Undertaking a criminal history record check including a) a national criminal history check, and b) state and county criminal checks using the NYS Office of Court Administration (NYSOCA) and comparable searches of states where the person lived, worked or attended school during the past five years. In the alternative, a Contractor may elect to obtain the record of convictions from NYSOCA directly and from their equivalents from other states where the person lived, worked or attended school during the past 5 years;

ii. For positions in which the Candidate may be working directly or indirectly with minors, the elderly, or incapacitated individuals, determine if the Candidate is listed on the NYS Sex Offender Registry. The Authorized User is responsible for communicating these circumstances to the Contractor;

iii. Verification of previous employment for the past five years;

iv. Verification of educational background;

v. Verification of social security number and U.S. citizenship or legal resident status;

vi. Any other check requested by the correctional facility as necessary.

After the completion of the background check, the Contractor shall provide the results to the correctional facility. The correctional facility shall review the information and make a determination about the suitability of the Provider in accordance with the relevant statutory and contractual provisions.

B. Provider Removal

If a Contractor becomes aware that any Provider it has provided to work for a correctional facility becomes a potential unacceptable risk to the State, the Contractor shall immediately notify the correctional facility, and jointly decide if it is necessary to remove that Provider from the site. If a Provider is removed, the Contractor will propose a qualified substitute. A correctional facility may waive the removal of a Provider by providing a written waiver to the Contractor. Should a correctional facility find a Provider to be an unacceptable risk to the State, the correctional facility shall notify the Contractor and may request that the Contractor provide a replacement.

DEPARTMENT RULES REGARDING COMMUNICATION DEVICES

Devices which provide the capability for wireless communication, e.g., cell phones, personal data assistants (PDAs), pagers or laptop computers with wireless modems, are not allowed in the facilities under any circumstances.

CONFIDENTIALITY

All medical information/records will be kept confidential by both parties in accordance with applicable state and federal law, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the regulations thereof. The contractor will comply with all State and Federal laws and regulations regarding offender and patient confidentiality.

SERVICE REQUIREMENTS

NEW YORK STATE DESIGNATED HOLIDAYS

The following are New York State designated holidays:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Columbus Day
Lincoln's Birthday	Election Day
Washington's Birthday	Veteran's Day
Memorial Day	Thanksgiving
Independence Day	Christmas

ON-SITE WORK

Services performed on-site by Contractor's Employee shall be rendered in accordance with these additional requirements as determined by the Correctional Facility:

- a) Employee Sign-In: Contractor's Employee shall sign in and out in accordance with the Correctional Facility's security procedures and guidelines. Failure to sign in or out, whether intentional or not, may be understood to mean that service was not performed;
- b) A review of all facility use rules for the subject location; and
- c) An introduction for each respective Agency organization, chain of command, etc., and
- d) Any other additional security or other requirements set forth by the Correctional Facility.

BID SPECIFICATIONS

Purpose

The New York State Department of Corrections and Community Supervision (hereafter “the Department” or “DOCCS”) seeks bids from qualified dental care providers for the provision of dental care services for incarcerated individuals who reside at the Elmira Correctional Facility. The work hours for each position will be Monday through Friday, 7:30 a.m. – 3:30 p.m. No weekends, holidays, or emergency visits will be required.

Qualification of Bidders

DENTIST 1 (LOT 1)

To qualify for a contract, bidders must possess a license and current registration to practice dentistry in the State of New York.

DENTIST 2 (LOT 2)

To qualify for a contract, bidders must possess a license and current registration to practice dentistry in the State of New York, as well as three (3) years of full-time post-licensure dentistry experience, one year of which must have been in a supervisory capacity in a dental health care setting.

Illustrative Duties

LOT 1 - DENTIST 1 (One position)

Makes examinations of individuals' teeth and surrounding oral structures utilizing x-rays, mouth mirrors, and other diagnostic procedures and instruments to determine pathological or irregular conditions.

Treats dental diseases, injuries, and malfunctions of teeth and gums:

- Performs restoration of simple and compound cavities with such materials as cement and amalgam.
- Performs single and multiple extractions of teeth.
- Cleans teeth by scaling calculus.
- Treats teeth, mouth, and gum infections with appropriate drugs or by surgery.
- Advises individuals about dental health practices.
- Maintains written records of individuals' dental treatments.
- Determines need for dental and prosthetic appliances by studying individuals' mouths to determine the type of restoration required:
- Takes mouth impressions and bite registrations for crowns, jackets, dentures, and bridges; tries temporary setups in individuals' mouths and fits and inserts the finished appliances.
- Instructs and directs paraprofessional staff in the performance of auxiliary duties. May arrange for in-service training for the dental staff.
- May prepare budget requests, order dental equipment and supplies, and supervise the regular maintenance of all dental equipment.

BID SPECIFICATIONS

Illustrative Duties

LOT 2 - DENTIST 2 (One position)

Practices the profession of dentistry consistent with the scope of practice as conveyed in State statute and may perform the same duties as Dentist 1. Plans, organizes, and directs the work of a professional and paraprofessional dental staff as prescribed by agency policy and procedures:

- Schedules work and individual treatment.
- Consults with subordinate dentists on problem cases involving acute dental conditions.
- Coordinates dental services with other clinical specialties.
- Reviews, monitors, and evaluates staff and work products; provides staff training.
- Prepares the budget for the dental program.
- Orders and maintains dental equipment and supplies.
- Prepares written reports of dental services rendered by the program.
- Ensures that fully documented records of all dental procedures performed are maintained.
- Performs the full range of supervisory duties.
- May participate in the development of policies and procedures related to dental services

Program Monitoring The Superintendent (or his/her designee) at Elmira Correctional Facility shall have the responsibility for monitoring the dental care provided to the inmates by the contractor.

Ownership and Title to Deliverables The contractor shall not publish any research findings developed as a result of performing these services without obtaining written permission from the Department. Approval to publish research findings will be separate agreement that addresses the scope of the research project and the distribution of royalties.

Interpretation and Disputes Disputes regarding contract activities or terms that occur during the term of the contract will be handled between the contractor and the Elmira Superintendent and/or his/her designee and may also involve, as necessary, the Department's Deputy Commissioner for Health Services and/or his/her designee.

Liquidated Damages If the contractor fails to complete services in accordance with specifications, or within the times specified herein, it is understood, and the bidder and subsequent contractor hereby agrees, that the amount of one percent (1%) of the contracted value per day up to the value of contracted equipment and services shall be deducted from the monies due the contractor for each intervening calendar day, not as a penalty, but as liquidated damages. However, the contractor shall not be liable if failure to perform arises out of causes beyond its control and without the fault or negligence of the contract (Acts of God, the public enemy, fires, floods, freight embargoes, regulated telephone company delays, etc.).

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Bidder

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BID PRICE PAGE

(You may bid on one or both lots)

DENTAL SERVICES			
Category	Hourly Rate	Estimated Annual No. of Hours	Total Yearly Amount
Lot 1 – Dentist 1		1,900	
Lot 2 – Dentist 2		1,900	

Bid price shall be inclusive of, but not limited to, the following:

- All required labor
- All required profit
- All required overhead
- All required insurance
- All required transportation
- All required fuel and mileage
- All required equipment and materials
- All required business and professional licenses, permits, fees, etc.
- Any and all other costs associated with performing the services

DOCCS intends to award contracts to no more than **three (3)** responsive and responsible bidders with the lowest total for each Lot.

IMPORTANT NOTE: These positions will be located in a NYS Correctional facility working with incarcerated individuals; bidders are cautioned to bid accordingly.

Signature: _____

Printed Name: _____

Title: _____

Company: _____

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Bidder

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

Please Circle/Enter Answers Below

- 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

- Do you have a contract with the General Services Administration (GSA) or Veterans Affairs (VA) for products offered? (Check all that apply.)

GSA VA NO

If yes, will you offer New York State pricing equal to or better than your GSA or VA pricing?

GSA VA NO

If yes, a copy of the GSA or VA schedule is required. Have you included a copy?

GSA VA NO

- If awarded a contract, will bidder accept the New York State Procurement Card for orders not to exceed \$10,000
- If bidder limits the maximum acceptable card amount to less than \$10,000, please indicate the maximum amount:
- Additional discount for purchases made with the NYS Procurement Card:

YES NO

YES NO

YES NO

_____ %

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Bidder

NOTES TO BIDDERS: (Continued)

- 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: _____

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Bidder

7. 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)

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.

RETURN THIS PAGE AS PART OF THE BID

NYS REQUIRED CERTIFICATIONS

EXECUTIVE ORDER NO. 177 CERTIFICATION

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

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

Generally, the Human Rights Law applies to:

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

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

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

STATE FINANCE LAW § 139-L CERTIFICATION

Contractor and each person signing on behalf of any Contractor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the Contractor 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 Contractor cannot make the foregoing certification, such Contractor shall so state and shall furnish a signed statement that sets forth in detail the reasons that the Contractor cannot make the certification.

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

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

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Vendor Assurance of No Conflict of Interest or Detrimental Effect

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

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

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

Firms responding to this IFB 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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***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.

Form available at:

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.

Form available at:

http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf