



Corrections and Community Supervision

ANDREW M. CUOMO
Governor

ANTHONY J. ANNUCCI
Acting Commissioner

Addendum 2 November 23, 2020 IFB 2020-28, Seized Drug Forensic Testing

The following are official modifications which are hereby incorporated into IFB 2020-28 – Seized Drug Forensic Testing. The information contained in this addendum prevails over the original IFB language for all amendments below. Deleted language appears in strikethrough (“~~xxx~~”) and added language appears in underline and bold (“**xxx**”).

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Insurance Type		Proof of Coverage is Due
Commercial General Liability	[Not less than \$1,000,000 each occurrence]	Upon Notification of Tentative Contract 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	
Professional Liability Errors and Omissions	\$2,000,000** <u>each occurrence</u>	
Business Automobile Liability Insurance	[Not less than \$1,000,000 each occurrence]	
Workers’ Compensation	C-105.2, SI-12, U26.3 or GSI-105.2 (acceptable forms)	Contact your Ins. Carrier or licensed NYS insurance agent for these forms.
Disability Benefits	DB-120.1 or DB-155 (acceptable forms)	

Pg. 24 - #3 Professional Liability Errors and Omissions:

The Contractor and any subcontractor retained by the Contractor to work on the contract shall procure and maintain during and for a period of three (3) years after completion of this contract. Professional Liability Insurance in the amount of \$2,000,000.00 **each occurrence**, issued to and covering damage for liability imposed on the Contractor by this contract or law arising out of any negligent act, error, or omission in the rendering of or failure to render professional services required by this contract. The professional liability insurance may be issued on a claims-made policy form,

in which case the Contractor shall purchase, at its sole expense, extended Discovery Clause coverage of up to three (3) years after work is completed if coverage is cancelled or not renewed.

Pg. 29 – Scope of Services Section VI – 2nd paragraph

Substances which test positive for a controlled substance or illicit drug must be returned to **one or possibly two** prearranged DOCCS **central** locations ~~noted in Attachment 1 or Attachment 2,~~ within ~~72 hours~~ **30 calendar days** of testing through a common carrier in a manner consistent with accreditation and New York State standards for a chain of custody. The remaining substances not returned to DOCCS shall be disposed of by the laboratory in a manner consistent with applicable state and federal laws, unless other arrangements are made with the laboratory by DOCCS.

Pg. 30 – Scope of Services Section VII

Contractor will provide all supplies relating to substance handling and analytical testing conducted. Contractor will provide all **an assortment of** mailers/shipping containers, labels, forms, and security seals, that are required to mail the substance to the contractor for testing. Contractor will provide one pre-paid mailer for every substance. Each specimen will be mailed to the contractor in the contractor's mailer/shipping container. All supplies must be received by the DOCCS locations including but not limited to all New York State correctional facilities, Office of Special Investigation Field Offices and Central Office at the requested level within 5 calendar days of an official request. In addition, the contractor will be required to develop a method of automatic re-supply for each correctional facility and Central Office to be approved by DOCCS. Contractor must designate someone in their organization to be DOCCS' official contact for all supplies.

Pg. 31 Scope of Services Section XI:

Contractor shall provide initial, **DOCCS preapproved,** tele-video training or remote hosted training for all facilities and Office of Special Investigations Field Office referenced in Attachments 1 and 2 and Central Office (i.e. WebEx, PowerPoint) in the areas of:

Pg. 31 Scope of Services Section XIII:

Testimony at DOCCS administrative hearings and criminal proceedings in New York State Courts is required by the Contractor, as to the work performed, during normal business hours. For administrative hearings, telephonic testimony will be required on an as needed basis. Testimony may include, but is not limited to, machine operation, calibration, maintenance, procedures and cross-reactivity. In the event of litigation, DOCCS may require the manufacturer provide an expert **(In-person)** in the field of seized drug forensic testing to assist the New York State Attorney General's Office or DOCCS Counsel's Office in defending issues that may arise from the substance testing as it relates to incarcerated individuals. **All expenses, including all travel expenses related to testimony (telephonic testimony and in-person testimony) must be included in the price of testimony bid on Cost Sheet.**

All other terms and conditions remain the same.

Please sign and return this Addendum with your bid verifying receipt and that you acknowledge and accept these changes of the IFB.

“Accepted and Agreed To”:

_____/_____/_____/_____
Signature Name Title Date

Applicants should monitor the following Web sites for posted updates or information:

NYS Contract Reporter: <http://www.nyscr.ny.gov>

NYS DOCCS' Web site: <https://doccs.ny.gov/procurement-opportunities>