



Corrections and Community Supervision

INVITATION FOR BIDS (IFB) # 2021-01

MOBILE IMAGING SERVICES

<u>Issue Date:</u>	April 26, 2021
<u>Bidder Questions Due:</u>	May 14, 2021 @ 3:00pm
<u>Answers to Questions Due:</u>	June 3, 2021
<u>Bid Due Date & Time:</u>	June 16, 2021 @ 3:00pm
<u>Contract Period:</u>	30 Days after approval by the NYS Comptroller with a term of 3 years and two optional 1-year renewals

IMPORTANT: SEE NOTICE TO BIDDERS CLAUSES HEREIN

E-Mail or Facsimile Bid Submissions are NOT Acceptable

Designated Contact

Name: Shannon Houst

Phone: (518) 436-7886 ext. 3135

Email: doccscontracts@doccs.ny.gov

Alternate Designated Contact

Name: Joanne Hughes

Phone: (518) 436-7886 ext. 3135

Email: doccscontracts@doccs.ny.gov

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), and State Finance Law §139-j and §139-k (Procurement Lobbying), and that all information provided is complete, true and accurate. By signing, bidder affirms that it understands and agrees to comply with New York State Department of Corrections and Community Supervision (DOCCS) procedures relative to permissible contacts as required by State Finance Law §139-j(3) and §139-j(6)(b). Bidders are requested to retain Appendix A for future reference.

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

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

INDIVIDUAL, CORPORATION, PARTNERSHIP, OR LLC ACKNOWLEDGMENT

STATE OF _____ }
 } **SS.:**
COUNTY OF _____ }

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

[Check One]

- If an individual):** **_he** executed the foregoing instrument in his/her name and on his/her own behalf.
- If a corporation):** **_he** is the _____ of _____, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, **_he** is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, **_he** executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.
- If a partnership):** **_he** is the _____ of _____, the partnership described in said instrument; that, by the terms of said partnership, **_he** is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, **_he** executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.
- If a limited liability company):** **_he** is a duly authorized member of _____, LLC, the limited liability company described in said instrument; that **_he** is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, **_he** executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

**Notary Public
Registration No.**

CHECKLIST FOR IFB #2021-01

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

SUBMISSION DOCUMENTS PACKAGE (SIGNATURES REQUIRED)

- This Checklist
- Completed Bid Signature Page (pages 2-3)
 - Bidder's Federal Tax Identification Number
 - New York State Vendor Identification Number
 - Bidder's Signature
 - Individual, Corporation, Partnership, or LLC Acknowledgement (*must be notarized*)

- MWBE / EEO / SDVOB Forms as applicable (see pages 9-10)

Forms available at: <https://doccs.ny.gov/procurement-opportunities>

- Vendor Responsibility Questionnaire – Check one of the following:
 - Paper Submission

OR

- Electronic Filing - Certified Date: _____

(Must be certified within the last 6 months)

- Copy of all required licenses or certifications of the Provider must be submitted with bid.**
- Qualification of Bidder – Accreditation certification or other evidence showing the organization resides in the Continental United States and has been in continuous operation for at least three (3) years and capable of performing the work described in the IFB. (see page 17-18).
- Complete and sign each Bid Cost Sheet for each Lot being bid on (See Attachment 1).
- Notes to Bidders and Questions (pages 34-36)

Attachment 5 – Required Forms

- Procurement Lobbying Certification
- NYS Required Certifications: EO 177 & State Finance Law § 139-I
- Vendor Assurance of No Conflict of Interest or Detrimental Effect
- Form ST-220-CA

Tentative Awardee shall provide the below 4 items upon notification from DOCCS

- Certificate of Insurance
- Proof of Compliance with Workers' Compensation Coverage Requirements
- Proof of Compliance with Disability Benefits Coverage Requirements
- Non-Disclosure Agreement (Attachment #6)

Signature: _____

Date: _____

Print Name: _____

Name of Company: _____

RETURN THIS PAGE AS PART OF THE BID

GENERAL INFORMATION

OVERVIEW:

The New York State Department of Corrections and Community Supervision (“DOCCS”) is responsible for the confinement and rehabilitation of approximately 33,000 individuals under custody held at multiple state correctional facilities. DOCCS is responsible for providing health care for incarcerated individuals within its correctional facilities 24 hours a day, 7 days a week.

DOCCS currently has a need for various mobile imaging clinics at 13 of its correctional facilities. DOCCS does not guarantee clinics will be held at all 13 facilities over the life of the contract. The actual number of facilities that will need mobile imaging clinics may change during the contract period.

PURPOSE:

This Invitation for Bids (IFB) is issued by the New York State (NYS) Department of Corrections and Community Supervision (herein after referred to as DOCCS or the Department). DOCCS is seeking mobile imaging services by licensed firms at various correctional facilities located throughout New York State and noted within this IFB. The security risk of not having to transport incarcerated individuals outside of the facilities dramatically decreases when the medically necessary procedures can be done on site.

Imaging services will include; digital CT scan and MRI, these services will be performed in the Contractor's mobile vehicle unit on facility grounds. Services will also include; X-Ray, echocardiograms, ultrasounds, mammography and vascular laboratory which will be performed within the Correctional Facility buildings using the Vendors own mobile imaging equipment. Mobile Imaging services will be as ordered by medical providers, including Physicians, Nurse Practitioners and Physician Assistants.

INQUIRIES / ISSUING OFFICE:

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

PRIMARY CONTACT

Name: Shannon Houst
 Phone No.: 518-436-7886 ext. 3135
 E-Mail: DOCCSContracts@doccs.ny.gov

SECONDARY CONTACT

Name: Joanne Hughes
 Phone No.: 518-436-7886 ext. 3135
 E-Mail: DOCCSContracts@doccs.ny.gov

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

All questions should be submitted in writing, citing the particular bid sections and paragraph number. Bidders are cautioned to read this document thoroughly to become familiar with all aspects of the bid. Prospective Bidders should note that all clarifications and exceptions including those relating to the terms and conditions of the contract are to be resolved prior to the submission of a bid. Official answers to all written questions will be advertised as an addendum and posted in the New York State Contract Reporter (NYSCR) (<http://www.nyscr.ny.gov/>) and DOCCS website (<https://doccs.ny.gov/procurement-opportunities>) on or about the date listed in the Key Events/Dates. Only answers provided by addendum are considered official. It is each bidder’s responsibility to visit the above websites to determine if any addenda are issued regarding this solicitation prior to submitting a bid.

KEY EVENTS/DATES:

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

Invitation for Bids (IFB) Issued	April 26, 2021
Written Bidders’ Questions Deadline	May 14, 2021 @ 3:00pm
DOCCS Issues Answers to Questions (estimated)	June 3, 2021
Bids Due to DOCCS	June 16, 2021 @ 3:00pm
Tentative Award Made (estimated)	June 17, 2021
Anticipated Contract Start Date	30 Days After OSC Approval

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

NOTICE TO BIDDERS:

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

1. BID PREPARATION

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

2. BID SUBMISSION

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

3. BID DELIVERY

Bidders assume all risks for timely, properly submitted deliveries. Bidders are strongly encouraged to arrange for delivery of bids prior to the date of the bid opening. **LATE BIDS may be rejected.** **E-mail bid submissions are not acceptable and will not be considered.**

- **Bid envelopes**

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

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

- **FAX transmittals**

Facsimile transmittals are NOT acceptable for this solicitation.

- **Hand deliveries**

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

4. IMPORTANT BUILDING ACCESS PROCEDURES

Bidders attending bid openings must pre-register for building access by contacting Shannon Houst at 518-436-7886 ext. 3135 or by email : doccscontracts@doccs.ny.gov at least 24 hours prior to bid opening. To access the facility, all visitors must be wearing a mask and check in by presenting valid photo identification. Vendors who intend to deliver bids should allow extra time to comply with these procedures. Building Access procedures may change or be modified at any time.

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).

PROCUREMENT LOBBYING ACT:

SUMMARY OF POLICY AND PROHIBITIONS ON PROCUREMENT LOBBYING

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

PROCUREMENT LOBBYING TERMINATION:

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

DISPUTE RESOLUTION POLICY:

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

TAX LAW § 5-A:

TAX LAW § 5-A 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.**

Bidders should complete and submit the certification forms within two business days of request (if the forms are not submitted to DTF and/or and returned with bid). Bidders shall take the necessary steps to provide properly certified forms within a timely manner to ensure compliance with the law, as failure to do so may render a bidder non-responsive and non-responsible.

Vendors may call DTF at 1-800-698-2909 for any and all questions relating to Tax Law § 5-a and relating to a company's registration status with DTF. For additional information and frequently asked questions, please refer to the DTF web site: <http://www.tax.ny.gov>

TERMINATION FOR VIOLATION OF Revised Tax Law 5a:

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

MERCURY-ADDED CONSUMER PRODUCTS:

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

DEBRIEFING:

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

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.**

CONFLICT OF TERMS AND CONDITIONS:

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

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

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

New York State Law: Pursuant to New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations DOCCS is required to promote opportunities for the maximum feasible participation of New York State-certified Minority and Women-owned Business Enterprises ("MWBEs") and the employment of minority group members and women in the performance of DOCCS contracts.

Business Participation Opportunities for MWBEs

For purposes of this solicitation, DOCCS hereby establishes an overall goal of 0 percent for MWBE participation, 0 percent for New York State-certified Minority-owned Business Enterprise ("MBE") participation and 0 percent for New York State-certified Women-owned Business Enterprise ("WBE") participation (based on the current availability of MBEs and WBEs). A contractor ("Contractor") on any contract resulting from this procurement ("Contract") must document its good faith efforts to provide meaningful participation by MWBEs as subcontractors and suppliers in the performance of the Contract. To that end, by submitting a response to this IFB, the bidder agrees that DOCCS may withhold payment pursuant to any Contract awarded as a result of this IFB pending receipt of the required MWBE documentation. The directory of MWBEs can be viewed at: <https://ny.newnycontracts.com>. For guidance on how DOCCS will evaluate a Contractor's "good faith efforts," refer to 5 NYCRR § 142.8.

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

Equal Employment Opportunity Requirements

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

The bidder will be required to submit a Minority and Women-owned Business Enterprise and Equal Employment Opportunity Policy Statement to DOCCS with its bid or proposal.

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

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

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

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

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

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

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

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

Bidder/Contractor is encouraged to contact the Office of General Services’ Division of Service-Disabled Veteran’s Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov 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-I, 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>

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

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.

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.

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

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

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

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

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

PRICE:

Clinic Fee shall be inclusive of all costs of providing mobile imaging services, including but not limited to; interpretation, labor, materials, shipping, parts, supplies, travel, training, licenses, insurance, administrative, profit, ancillary costs, transportation, handling, issuance of finding reports, CD copies of images/x-rays, background checks and miscellaneous charges such as any applicable taxes or fees, mailing costs, and services not explicitly stated in these specifications, but necessarily attendant thereto.

Bidder must bid on a **Clinic Fee** for each type of service for each facility within a given lot. See Attachment 2 for Clinic Information.

Note: For any CT and MRI procedures that require contrast, the Vendor **must** supply their own Physician's Assistant (PA).

Note: Prices must be rounded to the nearest cent.

Awarded bidders will be paid the established clinic rate as well as straight Medicaid for each service provided to incarcerated individuals.

METHOD OF AWARD:

One award will be made to the responsive and responsible bidder with the lowest **Grand Total** per Lot. See page one (1) of Attachment #1 for an example of how Grand Total will be calculated by DOCCS.

EQUAL LOW BIDS (TIE BIDS):

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

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

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

MINOR DEVIATIONS (s)/MINOR TECHNICALITY:

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

“OR EQUAL”:

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

CONTRACT PAYMENTS:

Contractor shall provide complete and accurate billing invoices to the Agency in order to receive payment. Billing invoices submitted to the Agency must contain all information and supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electric payments. Authorization forms are available at the State Comptroller's website at <https://www.osc.state.ny.us/state-vendors>, by email at ePayments@osc.state.ny.us, 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.

CLINICS

See Attachment 2 – Clinic Information for Average number of clinics per year, Average number of patients per clinic and the Minimum number of patients DOCCS has identified to hold a clinic.

CLINIC CANCELLATION REIMBURSEMENT:

In the event a clinic needs to be cancelled by either party, the cancelling party will immediately notify the other party via telephone or phone message of the cancellation. The following chart contains the ‘Number of Imaging Clinic’s DOCCS has canceled statewide from January 2019 through November 2020’.

Note: The decrease in cancellations from January 2019 through November 2020 was due in part to COVID concerns causing fewer clinics to be scheduled.

Number of Imaging Clinic’s Canceled by DOCCS Statewide from November 2019 through November 2020		
Facility	Jan-Dec 2019	Jan-Nov 1, 2020
Clinton	0	1
Coxsackie	1	0
Upstate	11	0
Mohawk (Walsh)	0	0
Bedford	0	0
Fishkill	4	0
Greenhaven	2	0
Otisville	0	0
Shawangunk	0	1
Sullivan	1	0
Albion	5	0
Wende	0	0
Total	28	4

In the event Contractor, or Subcontractor, attempts to complete a Clinic requested by DOCCS and DOCCS has failed to cancel a Clinic before 48 hours of scheduled clinic, Contractor will be entitled to a percentage of their clinic fee, as specified below.

- If clinic is cancelled before 48 hours of scheduled clinic, Contractor is entitled to 0% of its clinic fee.
- If clinic is cancelled between 24-48 hours of scheduled clinic, Contractor is entitled to 25% of their clinic fee.
- If clinic is cancelled on the day of the scheduled clinic, Contractor is entitled to 50% of their clinic fee.

In the event The Contractor, or Subcontractor, does not make a Clinic attempt, no fees will be billed to DOCCS. If the Contractor, or Subcontractor, has failed to cancel a Clinic before 48 hours of scheduled clinic, DOCCS will be entitled to a percentage of the Contractor’s clinic fee being deducted from the cost of the next clinic performed, as specified below.

- If clinic is cancelled before 48 hours of scheduled clinic, DOCCS is entitled to a 0% discount.
- If clinic is cancelled between 24-48 hours of scheduled clinic, DOCCS is entitled to a 25% discount.
- If clinic is cancelled on the day of the scheduled clinic, DOCCS is entitled to a 50% discount.

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) CPT codes for each service provided
- 4) Provider Name
- 5) Federal ID#
- 6) Amount Charged
- 7) Date of Clinic
- 8) Clinic Type
- 9) Names and DINS of all patients seen
- 10) Completed DOCCS clinic claim cover letter (See Attachment 3 for reference)

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:

**NYS Department of Corrections and Community Supervision
The Medical Bill Payment Unit
1220 Washington Ave., The Harriman State Campus
Albany, NY 12226-2050**

Actuals may be higher or lower. Payments will be based on actuals only.

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

INTEREST:

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

ESTIMATED/SPECIFIC QUANTITIES:

The quantities or dollar values listed are estimated only.

CONTRACT PERIOD AND RENEWALS:

It is the intention of the State to enter into a contract for a period of three (3) years, with two optional one (1) year renewals as stated in this Invitation for Bids except that the commencement and termination dates appearing on the Invitation for Bids may be adjusted forward unilaterally by the State for any resulting contract for up to two calendar months, by indicating such change on the notification of contract award.

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

MODIFICATION OF CONTRACT:

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

REJECTION:

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

PRICE ADJUSTMENT FOR CLINIC RATE ONLY:

Price for Clinic Rate shall remain firm for the first year. Thirty days prior to each anniversary date of the award, the Contractor may request a Clinic 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. (**Medical Care Services CPI: CUUR0100SAM2**). No adjustment shall exceed three (3) percent. 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

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 DOCCS, 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, DOCCS 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:

Bidder shall meet the following qualifications:

- Bidder shall provide evidence that it has maintained an organization capable of performing the work described in this IFB, in continuous operation for at least three (3) complete years;
- Bidder must be registered or licensed with NYS DOH BERP (Bureau of Environmental Radiation Protection) and comply with 10 NYCRR 16, NYS PHL Article 35 and 10 NYCRR 89;
- Bidders that perform mammography services shall be ACR Accredited, certified by the USFDA, and comply with 21 CFR 900 (Mammography Quality Standards Act).

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

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

CONTRACTOR INSURANCE REQUIREMENTS:

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

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

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

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

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

A. General Conditions Applicable to Insurance

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

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

Certificates of Insurance shall

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

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

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

4. **Primary Coverage.** All liability insurance policies shall provide that the required coverage shall be primary and non-contributory to other insurance available to the People of the State of New York, the New York State Department of Corrections and Community Supervision, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees. Any other insurance maintained by the People of the State of New York, the New York State Department of Corrections and Community Supervision, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees shall be excess of all applicable Contractor's insurance, including any umbrella and/or excess policies, and shall not contribute with the Bidder/Contractor's insurance.
5. **Breach for Lack of Proof of Coverage.** The failure to comply with the requirements of this Section at any time during the term of the Contract shall be considered a breach of the terms of the Contract and shall allow the People of the State of New York, the New York State Department of Corrections and Community Supervision, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees to avail themselves of all remedies available under the Contract or at law or in equity.
6. **Self-Insured Retention/Deductibles.** Certificates of Insurance must indicate the applicable deductibles/self-insured retentions for each listed policy. Deductibles or self-insured retentions above \$100,000.00 are subject to approval from DOCCS. Such approval shall not be unreasonably withheld, conditioned or delayed. Bidders and Contractors shall be solely responsible for all claim expenses and loss payments within the deductibles or self-insured retentions. If the Bidder/Contractor is providing the required insurance through self-insurance, evidence of the financial capacity to support the self-insurance program along with a description of that program, including, but not limited to, information regarding the use of a third-party administrator shall be provided upon request. If the Contractor is unable to meet their obligation under any deductible, self-insured retention or self-insurance, neither the People of the State of New York nor DOCCS will be obligated to drop down to cover those amounts.
7. **Subcontractors.** Prior to the commencement of any work by a Subcontractor, the Contractor shall require such Subcontractor to procure policies of insurance as required by this Section and maintain the same in force during the term of any work performed by that Subcontractor.

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8. **Waiver of Subrogation.** For all liability policies and the workers' compensation insurance required below, the Bidder/Contractor shall cause to be included in its policies insuring against loss, damage or destruction by fire or other insured casualty a waiver of the insurer's right of subrogation against The People of the State of New York, the New York State Department of Corrections and Community Supervision, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees, or, if such waiver is unobtainable (i) an express agreement that such policy shall not be invalidated if the Contractor waives or has waived before the casualty, the right of recovery against The People of the State of New York, the New York State Department of Corrections and Community Supervision, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees or (ii) any other form of permission for the release of The People of the State of New York, the New York State Department of Corrections and Community Supervision, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees. A Waiver of Subrogation Endorsement shall be provided upon request. A blanket Waiver of Subrogation Endorsement evidencing such coverage is also acceptable.
 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 one million dollars (\$1,000,000.00) must be primary coverage for general liability and auto liability. All Contractor's applicable insurance policies, including umbrella and excess insurance, will be primary to any insurance, self-insurance, deductible or self-insured retention of The People of the State of New York, the New York State Department of Corrections and Community Supervision, or any entity authorized by law or regulation to use the Contract and their officers, agents, and employees. If coverage limits are provided through excess/umbrella liability policies, then a Schedule of underlying insurance listing policy information for all underlying insurance policies (insurer, policy number, policy term, coverage and limits of insurance), including proof that the excess/umbrella insurance follows form must be provided upon request.
 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

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 \$5,000,000 each occurrence]	Upon tentative award and updated in accordance with Contract
General Aggregate	\$6,000,000	
Products – Completed Operations Aggregate	\$6,000,000	
Personal and Advertising Injury	\$1,000,000	
Medical Expenses Limit	\$5,000	
Business Automobile Liability Insurance	[Not less than \$2,000,000 each occurrence]	
Professional Errors and Omissions/Malpractice Insurance	[Not less than \$5,000,000 each occurrence]	
Date Breach/Cyber Liability	[Not less than \$50,000,000 each occurrence]	Contact your Ins. Carrier or licensed NYS insurance agent for these forms.
Workers’ Compensation	C-105.2, SI-12, U26.3 or GSI-105.2 (acceptable forms)	
Disability Benefits	DB-120.1 or DB-155 (acceptable forms)	

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

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

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

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

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

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

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

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

3. **Professional Errors and Omissions:**

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

- a. Such insurance shall apply to professional errors, acts, or omissions arising out of the scope of services.

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- b. If coverage is written on a claims-made policy, the Contractor warrants that any applicable retroactive date precedes the start of work; and that continuous coverage will be maintained, or an extended discovery period exercised, throughout the performance of the services and for a period of not less than three years from the time work under this Contract is completed. Written proof of this extended reporting period must be provided to DOCCS prior to the policy's expiration or cancellation.
 - c. The policy shall cover professional misconduct for lack of ordinary skill for those positions defined in the Scope of Services of this Contract.
 - d. If such professional title includes computer related services, coverage must include the following (is not limited to): consulting, data processing, programming, system integration, software development, installation, distribution or maintenance, systems analysis or design, training, staffing or other support services, any electronic equipment, computer hardware or software developed, manufactured, distributed, licensed, marketed or sold.
4. **Data Breach/Cyber Insurance:** Contractor is required to maintain during the term of this contract and as otherwise required herein, Data Breach and Privacy/Cyber Liability Insurance, including coverage for failure to protect confidential information and failure of the security of the Contractor's computer systems or the Authorized Users' system due to the actions of the Contractor which results in unauthorized access to the Authorized User(s) or their data.

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

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

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

Proof of Compliance with Workers' Compensation Coverage Requirements:

- Form CE-200, *Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required*, which is available on the Workers' Compensation Board's website (www.wcb.ny.gov);
- 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.

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:

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

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

FINANCIAL STABILITY:

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

USE OF RECYCLED OR REMANUFACTURED MATERIALS:

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

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.

NYS HOLIDAYS:

Legal holidays for State employees in the classified service of the executive branch, as more particularly specified on the website of the NYS Department of Civil Service are as follows: New Year's Day; Martin Luther King Day; Washington's Birthday (observed); Memorial Day; Juneteenth, Independence Day; Labor Day; Columbus Day; Veteran's Day; Thanksgiving Day; and Christmas Day.

GENERAL REQUIREMENTS:

The Bidder agrees:

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

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

SCOPE OF SERVICES**Scope of Work/Specifications****1) Services:**

- A. Contractor shall provide mobile digital x-ray, CT scan, MRI, echocardiograms, ultrasounds, mammography and Vascular lab services as ordered by medical providers, including Physicians, Nurse Practitioners and Physician Assistants.
- B. Contractor will provide services as noted on the Cost Sheet at the following locations within their contracted Lot:
- Lot 1
 - Clinton Correctional Facility – 1156 Route 374 Dannemora, NY 12929
 - Coxscakie Correctional Facility – 11260 Route 9W Coxsackie, NY 12051-0200
 - Upstate Correctional Facility – 309 Bare Hill Road Malone, NY 12953
 - Lot 2
 - Mohawk Correctional Facility (Walsh) – 6614 Route 26 Rome, NY 13442
 - Lot 3
 - Bedford Hills Correctional Facility – 247 Harris Road Bedford Hills, NY 10507-2400
 - Taconic Correctional Facility – 250 Harris Road Bedford Hills, NY 10507-2497
 - Fishkill Correctional Facility – 18 Strack Drive Beacon, NY 12508
 - Green Haven Correctional Facility – 594 Route 216 Stormville, NY 12582-0010
 - Otisville Correctional Facility – 57 Sanitorium Road Otisville, NY 10963-0008
 - Shawangunk Correctional Facility – 200 Quick Road Wallkill, NY 12589-0750
 - Sullivan Correctional Facility – 325 Riverside Drive Fallsburg, NY 12733-0116
 - Lot 4
 - Albion Correctional Facility – 3595 State School Road Albion, NY 14411-9399
 - Wende Correctional Facility – 3040 Wende Road Alden, NY 14004
- C. Services shall be provided during normal business hours of 7:30am to 4:30pm, Monday through Friday as well as a mutually agreed upon time as needed.
- D. Contractor shall ensure that all images are readable (i.e., clear, not fuzzy or distorted) by a Radiologist prior to leaving the facility. If the Contractor determines additional images are needed to complete the reading, the Contractor shall take the additional images at that time and at no charge to DOCCS.
- E. Contractor shall provide typed reports of findings to facility medical staff within 48 hours from the time the image was taken. (See Attachment 4 for sample report)
- F. Contractor will burn a CD copy of images/x-rays taken prior to the end of the imaging clinic and provide DOCCS a copy of the images within 48 hours.
- G. In the event additional services are requested during other services (add-ons), the DOCCS shall contact the Contractor's dispatch to create a proper order. Contractor will notify their technical personnel with the additional orders. Technologists are not authorized to perform services without a Contractor processed order.

2) Qualifications and Responsibilities:**2.1 Qualification of Staff Performing Services:**

Imaging & X-rays shall be read and interpreted by a NYS Board-Certified Radiologist. Staff that are required to be licensed in NYS through NYSDOH are technologists who perform radiation producing exams (Xray, CT, Bone Density) or MRI technologists. Technicians shall meet the following qualifications for the identified image type;

a. Ultrasound/Echo/Vascular

- Must have completed a 2-year degree in diagnostic medical sonography from a program accredited by the American Registry for Diagnostic Medical Sonography (ARDMS) or have a degree in a related area.
- Must be BLS (Basic Life Support) certified.
- Must continue education in accordance with state, federal, and regulatory agencies' rules and regulations.
- For an Ultrasound Technician to perform a vascular laboratory they shall be either a RDMS (Registered Diagnostic Medical Sonographer) with vascular training, or RVT (Registered Vascular Technologist).
- Ultrasound and Echocardiogram technologists must be credentialed with ARDMS (American Registry for Diagnostic Medical Synography).
- It is mandatory that an Echo cardiologist have a completed certificate in a program specific to echocardiography.

b. MRI/CT/X-Ray

- Technicians must have an associate degree in an approved program offered through the American Registry of Radiologic Technologists (ARRT) or complete x-ray technician training through a program accredited by the Joint Review Committee on Education in Radiologic Technology (JRCERT).
- At least one (1) year experience in a clinical setting is required for certification eligibility.
- Must have a current ARRT(R) and New York State license in Diagnostic Radiologic Technology (DRT) certifications, IV injection license through NYS, ARRT CT Certification.
- Must maintain NYS licensure and continuing education in accordance with state, federal, and regulatory agencies' rules and regulations.
- Must be BLS certified.
- MRI/CT technicians must be able to follow directions from physicians, communicate effectively with patients, have a basic understanding of the sciences and imaging procedures, and must have extensive knowledge of how to operate MRI/CT scanners.

2.2 Contractor Responsibilities

- A. Contractor must provide all services within the Lot being bid either by themselves performing the services or by subcontracting as noted below.
- B. If the Contractor is subcontracting mammography services, the Contractor must ensure the subcontractor performing mammography services is ACR Accredited, Certified by the USFDA, and in compliance with 21 CFR 900 (Mammography Quality Standards Act).
- C. A copy of required licenses shall be maintained by the Contractor and provided upon request to DOCCS.
 - Contractor will be registered or licensed with NYS DOH BERP and comply with 10 NYCRR 16, NYS PHL Article 35 and 10 NYCRR 89.
 - In addition, providers of mammography services will be ACR Accredited, certified by the USFDA, and comply with 21 CFR 900 (Mammography Quality Standards Act).
- D. If Subcontracting is needed for the Contractor to perform all the duties outlined in this IFB, the Contractor will provide a description as to how they intend to utilize Subcontractors (to provide appropriate and quality mobile imaging services) and must possess all necessary certifications and permits.

- E. Contractor must perform a background check on all employees that will be performing services prior to the start of their employment. All the Contractor's and Subcontractor's employees that provide services are subject to background checks/fingerprinting. DOCCS is responsible for the cost associated with fingerprinting. All employees are subject to security procedures as required by DOCCS.
- o The Contractor shall pre-screen and qualify Candidates as defined in the respective job titles for all positions requested. Candidate must have the ability to reside and be legally authorized to work in the United States.
 - o All employees of the Contractor and subcontractor shall be required to pass a criminal background check and complete required facility orientation.
- F. One month prior to work startup, all resumes and licenses/certifications for both Contractor and Subcontractor staff will be forwarded to the attention of DOCCS Director of Health Services, Operations and Management, for review. DOCCS reserves the right to reject any proposed personnel, upon the initial review of their resume. Resumes will be forwarded in the same fashion any time during the contract period in which new or replacement staff are hired.
- G. Prior to the start of work, if Subcontractors are needed for the contractor to perform all the duties outlined in this IFB, the Contractor will provide a description as to how they intend to utilize subcontractors.
- H. Contractor shall provide all necessary materials, supplies, tools, equipment, transportation, licenses, permits, insurance, training and personnel to provide the identified locations with a fully self-contained mobile imaging equipment to perform Computerized Tomography (CT), Magnetic Resonance Imaging (MRI), Xray, Echocardiogram, Ultrasound, Mammography and/or Vascular lab services.
- I. DOCCS Policies Implementing the Prison Rape Elimination Act (PREA):
- Contractor will require each staff member to participate in PREA training prior to providing services under the Contract.

It is DOCCS intention to ensure that all contracted staff who have contact with an incarcerated individual(s) understand their responsibilities under the Department's sexual abuse and sexual harassment prevention, detection and response policies and procedures. DOCCS wishes to remind Contractors and their staff that the New York State Department of Corrections and Community Supervision has zero tolerance for sexual abuse and sexual harassment. All reports of sexual abuse and sexual harassment must be reported to the Correctional Facility Watch Commander for referral and investigation in accordance with Department Policy.

With this in mind, it is imperative that each Contracted staff member, complete, date and sign any and all training forms acknowledging receipt and confirming your understanding of your responsibilities under these policies. Once completed it should be returned to the attention of the Director of Health Services, "Operation and Management" or designee.

It is the responsibility of the Contractor to see that all Contractor and subcontractor employees are aware of the directives cited above and all other applicable rules and regulations of the Department. Copies of all relevant parts of the Department's Employee Rule Book will be made available to the Contractor.

- J. Services performed on-site by the Contractor's employee shall be rendered in accordance with these additional requirements as determined by the Correctional Facility:
- 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;
 - A review of all facility use rules for the subject location;
 - An introduction for each respective Facility, chain of command, etc., and
 - Any other additional security or other requirements set forth by the Correctional Facility.
- No Contractor employee will be granted access to DOCCS Correctional Facilities without the explicit approval of the Contract Manager located in Central Office's Division of Health Services.
- K. Any individual hired by the Contractor to work in the facilities, by virtue of accepting his/her assignment, must abide by all the policies, rules and regulations of the Department. In addition, the Contractor will be familiar with and provide staff with information in federal and NYS Laws as well as Department Policy on the Prevention of Sexual Abuse of Inmates: <https://doccs.ny.gov/prea>.

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- L. The contractor will ensure that all staffing needs of the program are met on an ongoing basis.
 - M. Furthermore, DOCCS reserves the right to reject any Contractor or Subcontractor staff, for any reason, throughout the term of the contract. DOCCS will request the replacement staff member or members be of equal or greater qualifications.
 - N. The Contractor shall be responsible for verifying, through the appropriate licensing boards, that no adverse actions have been taken by the State licensing authorities, against any personnel assigned to the assigned Correctional Facilities, and that all licenses are active and void of misconduct. NYS DOCCS, at its discretion, reserves the right to verify the current status of personnel assigned.
 - O. If any employee of the Contractor is unable to perform due to illness, resignation, or factors beyond the Contractor's control, the Contractor shall immediately submit qualifications of proposed substitute personnel to the NYS DOCCS. (see section 2.2.c).
 - P. Contractor and any staff performing services shall participate in any job-related training provided or required by DOCCS prior to the start of services. This responsibility includes attending any and all related training or orientation to such measures or programs as may be required and scheduled for each facility within the Lot the bidder is awarded unless otherwise determined by DOCCS.
 - Q. All Contractor and/or Subcontractor employees who provide services to DOCCS will be required to comply with flu vaccinations, TB protocols, proper N95 mask procedures (when servicing patients in respiratory isolation), contact precautions, and any other protocols when servicing patients in contact isolation.
 - R. The Contractor shall provide proof to DOCCS within three (3) business days of provision of services that each Contractor personnel performing services under the Contract has current, up-to-date immunizations and infection control screenings, to include, but not limited to an annual tuberculosis screening and medical.
 - S. All personnel required to provide services under this Contract shall perform continuously for the duration of the Contract, and for so long as performance is satisfactory to DOCCS. If performance of any personnel is not satisfactory the DOCCS will give written notice of performance issues to the Contractor, clearly describing the problem and delineating remediation requirement(s). The Contractor shall respond with a written remediation plan within three (3) business days and implement the plan immediately upon written acceptance by the DOCCS. If performance issues persist, the DOCCS will request the immediate removal of the person(s) whose performance is at issue and the Contractor will send another person(s) after prior approval of DOCCS.
 - T. Each person who is an employee or agent of the Contractor or subcontractor shall display his or her company ID badge at all times while on DOCCS premises. Upon request of authorized DOCCS personnel, each such employee or agent shall provide additional photo identification.
 - U. Contractor's personnel shall cooperate with DOCCS requirements that include but are not limited to being prepared to be escorted at all times, providing information for badge issuance, and wearing the badge in a visible location at all times.
 - V. The Contractor shall not connect any of his own equipment to DOCCS LAN/WAN without prior written approval by DOCCS.
 - W. The Contractor must supply images to a Picture Archiving and Communication System (PACS) in industry standard format, Digital Imaging and Communications in Medicine (DICOM) if and when DOCCS introduces PACS. In addition, DOCCS has a long-term goal to implement software for electronic medical records. It is expected that the Contractor will be able to work with various electronic medical records software.
 - X. Contractor agrees that all medical information/records will be kept confidential by all employees as well as subcontractors in accordance with applicable state and federal laws, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (hereinafter referred to as "HIPAA") and the regulations thereunder. In addition, Contractor will also be subject to any New York State laws, rules, regulations or DOCCS directives concerning confidentiality of medical records. Tentative Awardee will be required to sign a DOCCS non-Disclosure Agreement prior to contract award.

2.3 DOCCS Responsibilities

- A. In the event a Clinic needs to be cancelled, the DOCCS will notify the Contractor via telephone of the cancellation as soon as possible.
- B. The DOCCS will provide a Contract Manager/Service Coordinator to serve as a facilitator for communications between the Contractor and DOCCS; who is responsible for the coordination of patient services and to properly identify the patient requiring requested services. Contractor cannot provide services until proper identification and confirmation is made. The DOCCS Service Coordinator will assist in preparing and possibly positioning the incarcerated individual for the procedures and remain in the room during the exam. The Contractor will not provide nursing care or prescribe/deliver medical treatment to DOCCS incarcerated individuals. DOCCS Service Coordinator may vary from facility to facility.
- C. DOCCS and Contractor agree to promptly notify each other if the personnel assigned changes.

3) Equipment

- A. All equipment utilized by contractor shall meet or exceed all federal regulations.
- B. The Contractor shall provide a fully equipped mobile unit with a CT system equal or superior to a Helical/Spiral CT and MRI unit with the minimal magnet strength of 1.5T (Tesla).
- C. The Contractor shall provide the following monitoring devices:
 - 1. Electrocardiogram (ECG) system
 - 2. Automated Oscillometric Blood Pressure Monitor
 - 3. Pulse Oximeter
- D. Monitoring devices shall be capable of providing: 60 centimeters (cm) of continuous helical rotation; scan speeds of at least one second; and a minimum 1-millimeter (mm) slice thickness.
- E. The Contractor shall be responsible for providing all coils for the brain, shoulder, knee, elbow, Cspine, L-Spine, and torso.
- F. Mobile MRI equipment shall be capable of cardiac gaiting in order to perform chest and abdominal imaging.
- G. Mobile imaging equipment shall produce digital images and provide the ability for immediate viewing of x-rays by medical providers.

4) Quality Assurance

- A. Contractor shall maintain an active, systematic process, based on objective and measurable criteria, by which to monitor and evaluate the quality and appropriateness of patient Imaging services. Such monitoring shall also be to provide assurances that those services were medically necessary, delivered in a cost-effective manner, and delivered with the assurance of quality.
- B. Contractor shall maintain a mechanism for reporting the results for these activities to DOCCS. Contractor will provide explanation their mechanism for reporting.
- C. Contractor may be required to participate in meetings with DOCCS as necessary.

5) Security

The selected Contractor shall comply with all privacy and security policies and procedures of the Department (<https://its.ny.gov/eiso/policies/security>) and applicable state and federal law and administrative guidance with respect to the performance of this contract.

The Contractor is expected to provide secure and confidential backup, storage and transmission for hard copy and electronically stored information. All DOCCS data must be stored within the continental United States. Under no circumstances will any records be released to any person, agency, or organization without specific written permission of the DOCCS. The Contractor is obligated to ensure any Subcontractor hired by Contractor who stores, processes, analyzes or transmits data on behalf of Contractor has the appropriate Security requirements in place and must be approved by DOCCS. If any breach or suspected breach of the data or confidentiality occurs, whether the breach occurred with the Contractor or Subcontractor, DOCCS must be notified immediately. If a vendor responsible security breach occurs, the vendor is responsible for developing a DOCCS approved resolution plan and implementing at the vendor's expense.

The contractor is required to maintain and provide to the DOCCS, prior to the start of work and upon request, their data confidentiality plans and procedures for meeting security requirements as they relate to the deliverables and services within this IFB, including all plans as they relate to subcontractor work where applicable.

The contractor will develop and maintain adequate fully trained staff to respond to all stakeholder inquiries while protecting confidentiality and maintaining the security and integrity of all systems. Staff must be trained to understand and observe requirements related to confidentiality and operating guidelines for functions included in this IFB.

The Contractor will comply fully with all current and future updates of the security procedures of the DOCCS and NYS Information Technology Services, as well as with all applicable state and federal requirements, in performance of this contract.

6) Transition

The transition represents a period when the current contract activities performed by the Contractor must be turned over to the Department, another Department agent or successor Contractor during or at the end of the contract.

The Contractor shall ensure that any transition to the Department, Departmental agency or successor Contractor be done in a way that provides the Department with uninterrupted mobile imaging services. This includes, but not limited to, a complete and total transfer of all data, files, reports, and records including images generated from the inception of the contract through the end of the contract to the Department or another Department agent should that be required during or upon expiration of its contract.

The contractor shall provide technical and business process support as necessary and required by the Department to transition and assume contract requirements to the Department or another Department agent should that be required during or at the end of the contract.

The contractor shall manage and maintain the appropriate number of staff to meet all requirements listed in the IFB during the transition. All reporting and record requirements, security standards, and performance standards are still in effect during the transition period.

The contractor is required to develop a work plan and timeline to securely and smoothly transfer any data and records generated from the inception of the Contract through the end of the contract to the Department or another Department agent should that be required during or upon expiration of its contract. The plan and documentation must be submitted to the Department no later than four (4) months before the last day of its contract with DOCCS or upon request of the Department.

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

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Bidder

SEE ATTACHMENT 1

FOR

COST SHEETS

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- 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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BIDDERS PLEASE ANSWER THE FOLLOWING QUESTIONS:

- 1. Are you a New York State resident business?
- 2. Total number of people employed by your business:
- 3. Total number of people employed by your business in New York State:
- 4. Is your business independently owned and operated?
- 5. **BIDDER'S PRINCIPAL PLACE OF BUSINESS*:**

_____ YES _____ NO

_____ YES _____ NO

State of _____

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

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Bidder

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6. ENCOURAGING USE OF NEW YORK STATE BUSINESSES IN CONTRACT PERFORMANCE

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

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

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

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

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

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

_____ YES _____ NO

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

