



Corrections and Community Supervision

TAUT WIRE SECURITY SYSTEM MAINTENANCE (Safeguards)

INVITATION FOR BIDS (IFB) # 2022-04

<u>Issue Date:</u>	2/2/2022
<u>Bidder Questions Due:</u>	2/10/2022 @ 3:00 p.m.
<u>Bid Due Date & Time:</u>	2/25/2022 @ 3:00 p.m.
<u>Contract Period:</u>	4/15/2022 – 4/14/2027

IMPORTANT: SEE NOTICE TO BIDDERS' CLAUSES HEREIN

E-Mail or Facsimile Bid Submissions are NOT acceptable

Designated Contact

Name: Andria Pilieri-White
Phone: (518) 436-7886 x3135
Email: Andria.PilieriWhite@doccs.ny.gov

Alternate Designated Contact

Name: Joanne Hughes
Phone: (518) 436-7886 x3135
Email: doccscontracts@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 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
<p>If applicable, place an “x” next to each that apply:</p> <p style="margin-left: 40px;"> <input type="checkbox"/> New York State Small Business <input type="checkbox"/> New York State Certified Minority-owned Business Enterprise (MBE) <input type="checkbox"/> New York State Certified Woman-owned Business Enterprise (WBE) </p> <p>Vendor Responsibility Questionnaire Filed Online: <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Do you understand and is your firm capable of meeting the insurance requirements to enter into a contract with New York State? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Does your bid proposal meet all the requirements of this solicitation? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>If you are not bidding, place an “x” in the box and return this page only.</p> <p><input type="checkbox"/> WE ARE UNABLE TO BID AT THIS TIME BECAUSE _____</p> <p>_____</p> <p>_____</p>	
Phone:	Toll Free Phone:
Fax:	
E-mail Address:	Company Web Site:
Bidder’s Signature:	Printed or Typed Name:
Date:	Title:

RETURN THIS PAGE AS PART OF THE BID

CHECKLIST FOR IFB #2022- 04

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 8-10)

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)
- Qualification of Bidder - Bidder must have five (5) combined continuous years of experience in installing and maintaining Safeguards taut wire systems (page 15)
- Complete the Bid Cost Sheet (page 26).
- Notes to Bidders and Questions (pages 27-29)

Attachment 1 – Required Forms

- Procurement Lobbying Certification
- EO 177 Certification
- 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 #2)

Signature: _____

Date: _____

Print Name: _____

Name of Company: _____

GENERAL INFORMATION

OVERVIEW:

The New York State Department of Corrections and Community Supervision (“DOCCS”) is responsible for the confinement and rehabilitation of approximately 31,000 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.

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 currently is seeking a responsive and responsible vendor to provide taut wire security system maintenance and repair/emergency repair of manufacturer’s systems located in correctional facilities throughout New York State.

INQUIRIES / ISSUING OFFICE:

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

PRIMARY CONTACT

Name: Andria Pilleri-White
Phone No.: 518-436-7886 ext. 3150
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”.

QUESTIONS AND CLARIFICATIONS

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	February 2, 2022
Written Bidders’ Questions Deadline	February 10, 2022 @ 3:00pm
DOCCS Issues Answers to Questions (estimated)	February 15, 2022
Bids Due to DOCCS	February 25, 2022 @ 3:00pm
Tentative Award Made (estimated)	February 28, 2022
Anticipated Contract Start Date	April 15, 2022

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

1. BID PREPARATION

Prepare your bid on this form using indelible ink. Print the name of your company on each page of the bid in the block provided. One complete original 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 and facsimile 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.

**State of New York
Department of Corrections and Community Supervision
Support Operations – Contract Procurement Unit
Attn: Andria Pilieri-White
550 Broadway
Menands, NY 12204**

- **FAX transmittals**

Facsimile transmittals are **NOT** acceptable for this solicitation.

- **Hand deliveries**

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

4. IMPORTANT BUILDING ACCESS PROCEDURES

Bidders attending bid openings must pre-register for building access by contacting Andria Pilieri-White at 518-436-7886 ext. 3150 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 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 DOCCS, 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. DOCCS 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:

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, DOCCS 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 DOCCS 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. DOCCS and the Office of the State Comptroller encourages vendors to seek resolution of disputes through consultation with DOCCS 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, attached to this bid. **Form ST-220-TD is to be removed from this bid and 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:

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 Bids
- c. This Invitation For Bids

- 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 EO 177 Certification form located within this IFB as evidence of compliance with the foregoing and submit with bid.

SEXUAL HARASSMENT PREVENTION:

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

New York State Labor Law § 201-g provides requirements for such policy and training and directs the Department of Labor, in consultation with the Division of Human Rights, to create and publish a model sexual harassment prevention guidance document, sexual harassment prevention policy and sexual harassment prevention training program that employers may utilize to meet the requirements of New York State Labor Law § 201-g. The model sexual harassment prevention policy, model sexual harassment training materials, and further guidance for employers, can be found online at the following URL: <https://www.ny.gov/combating-sexual-harassment-workplace/employers>

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

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

PREVAILING WAGE RATES - PUBLIC WORKS AND BUILDING SERVICES CONTRACTS:**PRC #2022001021 - Taut Wire Security System Maintenance**

Work being bid is subject to the prevailing wage rate provisions of New York State Labor Law. Any federal or State determination of a violation of any public works law or regulation, or labor law or regulation, or any OSHA violation deemed "serious or willful" could be grounds for a determination of vendor non-responsibility and rejection of bid. If you have any questions or to obtain Prevailing Wage Rates please contact the NYS Department of Labor, Bureau of Public Works at <https://dol.ny.gov/>.

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.

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 Proposal Form (Attachment 1). 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: <https://www.osc.state.ny.us/state-vendors/portal/enroll-vendor-self-service-portal> 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 Instructions and User Support 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.

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:

The bid price shall be inclusive of all costs including, but not limited to all travel costs, lodging, daily expenses, reports, licenses, insurance, administrative, profit and other ancillary costs. Note: Prices must be rounded to the nearest cent.

METHOD OF AWARD:

Award shall be made by **GRAND TOTAL** to the lowest responsive and responsible bidder.

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 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.

BILLING:

Payment will be based on an invoice used in the supplier’s normal course of business. Invoices must contain the Contract Number, description of service, and New York State Vendor ID. Invoices are to be submitted for (1) Inspection on an annual basis and (2) Repairs based on actual service received. Please note: All appropriate paperwork must be completed and be signed by appropriate personnel (Contractor and Facility), including ‘time in’ and ‘time out’ in order for invoices to get approved for payment.

Invoices should be sent to the Office of General Services Business Services Center (BSC), Accounts Payable, Building 5, 5th Floor Albany, NY 12226-1900. Invoices can alternatively be sent electronically to AccountsPayable@ogs.ny.gov Payment will be based on an invoice used in the supplier’s normal course of business. Invoices must contain the Contract Number, description of materials, quantity, unit and price per unit as well as Federal Identification Number and NYS Vendor ID.

Accounts Payable information is available at <https://bsc.ogs.ny.gov/nys-vendors>

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.

NOTE: Facility locations and systems are current. In the future, for any reason, DOCCS may request to either (1) add a facility to this contract, or (2) delete a facility from this contract. DOCCS reserves

the right to add a facility at comparable rates. If DOCCS decides to delete any facility location, thirty (30) days notice to the Contractor will be given.

CONTRACT PERIOD AND RENEWALS:

It is the intention of the State to enter into a contract for a period of five (5) years as stated on the Invitation for Bids except that the commencement and termination dates appearing on the Invitation for Bids may be adjusted forward unilaterally by the State for any resulting contract for up to two calendar months, by indicating such change on the Contract Award Notification.

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

REJECTION:

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

TERMINATION:

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

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

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

Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Agreement, the Agreements may be terminated or reduced at DOCCS discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the State for payment of such costs. Upon termination or reduction of the Agreement, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State. In any event, no liability shall be incurred by the State beyond monies available for the purposes of the Agreement. The Contractor acknowledges that any funds due to the State because of disallowed expenditures after audit shall be the Contractor's responsibility.

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

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

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

WARRANTIES:

At time of bid opening, product offered must meet all requirements of this solicitation including full commercial/retail availability. Product literature and specification must also be available.

QUALIFICATION OF BIDDER:

Bidder must have five (5) combined continuous years of experience in installing and maintaining Safeguards taut wire systems.

Bidders must have sufficient staff to maintain systems in satisfactory condition and meet specified response times noted in the Scope.

Bidder must maintain a business establishment with adequate inventory of the product offered, and must be capable of processing and shipping order.

DOCCS may require a certificate from the bidder showing the number of years the bidder has been active in selling the product offered and the size and location of the inventory regularly maintained.

Bids will be accepted only from established manufacturers or their authorized dealers. Any dealer submitting a bid hereby guarantees that it is an authorized dealer of the manufacturer, that the manufacturer has agreed to supply the dealer with product required by the dealer in fulfillment of its obligation under resultant contract with the State, and that it will provide a certificate from the manufacturer acknowledging this level of support, if requested.

Bidders not satisfying the experience requirements will be rejected.

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

INDEMNIFICATION:

The Contractor shall assume all risks of liability for its performance, or that of any of its officers, employees, subcontractors or agents, or any contract resulting from this solicitation and shall be solely responsible and liable for all liabilities, losses, damages, costs or expenses, including attorney's fees, arising from any claim, action or proceeding relating to or in any way connected with the performance of this Agreement and covenants and agrees to indemnify and hold harmless the State of New York, its agents, officers and employees, from any and all claims, suits, causes of action and losses of whatever kind and nature, arising out of or in connection with its performance of any contract resulting from this solicitation, including negligence, active or passive or improper conduct of the Contractor, its officers, agents subcontractors or employees, or the failure by the Contractor, its officers, agents, subcontractors or employees to perform any obligations or commitments to the State or third parties arising out of or resulting from any contract resulting from this solicitation. The Contractor's duty to indemnify shall cover direct, indirect, special and consequential damages. Such indemnity shall not be limited to the insurance coverage herein prescribed.

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

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;

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

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

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

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

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

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

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:

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

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

FINANCIAL STABILITY:

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

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.

INFORMATION TO BE FURNISHED WITH BID:

The bidder shall submit with its bid detailed specifications, circulars and all necessary data on the product to be furnished. If the product offered differs from the provisions listed, such differences must be explained in

detail. Failure to submit any of the above data may result in rejection of the bid. The State, however, reserves the right to request any additional information deemed necessary for the proper evaluation of bids.

EPA ENERGY STAR PROGRAM:

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

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;
2. Withdraw the IFB at any time, at the agency's sole discretion;
3. Make an award under the IFB in whole or in part;

4. Disqualify any bidder whose conduct and/or proposal fails to conform to the requirements of the IFB;
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;
7. Prior to the bid opening, amend the IFB 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 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 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.

TAUT WIRE MAINTENANCE CONTRACT - SAFEGUARDS

PROJECT DEFINITION

SCOPE OF SERVICE

The contractor will provide taut wire security system maintenance and repair/emergency repair of manufacturer's systems for systems located in Correctional Facilities throughout New York State.

Travel charges (mileage, meals, etc.) will not be allowed. On-site labor rates shall include all travel costs associated with repair(s).

A twenty-four (24) hour on-site response time is required for repair/emergency repairs.

The contractor will provide Taut Wire Security System maintenance at the following sites:

Bedford Hills Correctional Facility – DTR2000 - Bedford Hills, NY
Clinton Correctional Facility – DTR4000- Danamora, NY
Coxsackie Correctional Facility – DTR4000 -Coxsackie, NY
Shawangunk Correctional Facility – DTR2000 - Wallkill, NY
Shawangunk Correctional Facility – DTR2000 -Roof System
Wende Correctional Facility – DTR2000 - Alden, NY
Five Points Correctional Facility – DTR2000 -Willard NY

The maintenance service provided shall consist of the following:

1. **Annual Inspection:** Safeguards **DTR2000** Sites
 - A. Open all sensor posts.
 - B. Check integrity/cleanness of sensor posts.
 - C. Check each sensor for sensitivity/operation.
 - D. Check and adjust alignment of sensors. Adjust as required.
 - E. Check connection of barb wires to sensors. Adjust as required.
 - F. Check all tamper switch operation on outrigger and vertical pole. Adjust as required.
 - G. Check and adjust sensitivity of the system by testing each wire for alarm activation. Verify alarm operation occurs and record force required for operation. Verify alarm activates at no greater than 55 lbs., and no less than 14 lbs. Provide detailed test report for this operation.
 - H. Check tension of each barb wire with gauge and adjust as required.
 - I. Check mechanical condition of the fence.
 - J. Check condition of fence posts for paint and corrosion – repaint if required.
 - K. Control unit – Test each zone for alarm and trouble condition – replace batteries.
 - L. Check lightning protection.

PROJECT DEFINITION (cont'd)

2. **Annual Inspection:** Safeguards **DTR4000** Sites
 - A. Check integrity/cleanness of sensor posts.
 - B. Check each sensor for sensitivity/operation. Check collector wire for tension and straightness. Adjust as required.
 - C. Check and adjust alignment of sensors. Adjust as required.
 - D. Check connection of barb wires to sensors. Adjust as required.
 - E. Check all tamper switch operation on outrigger and vertical pole. Adjust as required.
 - F. Check and adjust sensitivity of the system by testing each wire for alarm activation. Verify alarm operation occurs and record force required for operation. Verify alarm activates at no greater than 55 lbs., and no less than 14 lbs. Provide detailed test report for this operation.
 - G. Check tension of each barb wire with gauge and adjust as required. Tension with collector wheel removed. Check condition of all collector wheels.
 - H. Check mechanical condition of the fence.
 - I. Check condition of fence posts for paint and corrosion – repaint if required.
 - J. Control unit – Test each zone for alarm and trouble condition – replace batteries.
 - K. Check lightning protection.

3. **Repairs/Emergency Service:**

Contractor will provide hourly rate for emergency service on a twenty-four (24) hour basis. On-site service response time shall be within twenty-four (24) hours of notification.

NOTE:

1. The contract includes parts. Spare parts stocked at the facility will be provided for the Contractor's use. Parts not available will be provided and purchased by the Department from the manufacturer.
2. Parts under one (1) year warranty will be replaced free of charge.
3. Contractor's costs for travel, lodging, and daily expenses are included in the price, as indicated above.
4. Facility locations and systems are current. **If in the future, for any reason, DOCCS may request to either (1) add a facility to this contract, or (2) delete a facility from this contract. DOCCS reserves the right to add a facility at comparable rates. If DOCCS decides to delete any facility location, thirty (30) days' notice to the Contractor will be given.**
5. Upon each inspection, repair and/or emergency service call a detailed report shall be provided to the Department's Electronic Equipment Engineer and Facilities Planner 3 over the Security group. The report shall detail; the results of the inspection/repair/emergency service, document all parts used (not provided by the Department), cost of each item, and labor hours expended while on site. Invoice shall accompany report. Invoice will be returned to Contractor and work considered incomplete if documentation and test reports are not provided with original invoice.
6. At time of bid provide the following information: 3 installations for reference with contact person and phone number; names and experience levels of all technicians who will perform this work. Include information on years of experience and type of equipment serviced. Service organization shall have sufficient staff to maintain systems in satisfactory condition and meet specified response times. **The contractor will be required to submit names and experience information of each technician performing the work prior to the start of work.** DOCCS reserves the right to reject any technician or 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.

PROJECT DEFINITION (cont'd)

SCHEDULING:

All work is to be scheduled directly with the Departments' Electronic Equipment Engineer assigned to the facility. Contractor must provide a minimum of two (2) weeks notice prior to start of inspection. The facility will provide one staff member to escort the inspector performing work at the facility.

All inspections are required to be completed between April and October of each year.

Due to the nature of DOCCS business, delays in entering the facilities may be encountered.

A post-bid meeting will be held for Corrections and Community Supervision personnel and the lowest qualified bidder(s) to discuss project management. Attendance is MANDATORY.

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

Bidder

⇒ ⇒ ⇒ ⇒ ⇒ ⇒

- 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:

() _____
() _____
() _____
() _____

RETURN THIS PAGE AS PART OF THE BID

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

Bidder

⇒ ⇒ ⇒ ⇒ ⇒ ⇒

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

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

State of _____

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

Bidder

⇒ ⇒ ⇒ ⇒ ⇒ ⇒

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

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

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

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

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

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

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

_____ YES _____ NO

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

ATTACHMENT 1
REQUIRED FORMS

PROCUREMENT LOBBYING CERTIFICATION

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

Procurement Lobbying information can be accessed at:

<http://www.ogs.ny.gov/aboutogs/regulations/advisoryCouncil/sfl139-j.htm> and
<http://www.ogs.ny.gov/aboutogs/regulations/advisoryCouncil/sfl139-k.htm>

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

By: _____ Date: _____

Name: _____ Title: _____

Contractor Name: _____

Contractor Address: _____

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

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

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

Offerer Certification:

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

By: _____ Date: _____

Name: _____ Title: _____

Procurement Lobbying Termination

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

EO 177 Certification

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

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

Generally, the Human Rights Law applies to:

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

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

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

Contractor:

By: _____

Name: _____

Title: _____

Date: _____, 20__

- The Certification is to be submitted prior to contract award by all successful bidders on all Covered contracts and contract renewals.

State Finance Law § 139-1 Certification

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

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

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

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

Vendor Assurance of No Conflict of Interest or Detrimental Effect

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

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

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

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

Name, Title: _____

Signature: _____ Date: _____

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

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

Form ST-220-TD (4 pages)

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

Form available at:

http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf

Form ST-220-CA (2 pages)

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

Form available at:

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

ATTACHMENT 2
Non-Disclosure Agreement

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

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

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

1. The Recipient’s representatives for receiving confidential information are: _____. Recipient shall not disclose the confidential information to any of its employees other than those who have a need to review it and which employees are legally obligated to honor the confidentiality provisions herein.

2. The confidential information disclosed by DOCCS under this Agreement is described as: As stated in IFB 2022-04, and all personal information including but not limited to NYSID #'s.

3. The Recipient shall keep the information confidential and shall use the confidential information only for the contract resulting from IFB 2022-04 Taut Wire Security System Maintenance. The Recipient shall not make any copies of the confidential information except as necessary for its employees who are entitled to view it under Section 1 above. Any copies made shall be identified as belonging to DOCCS and marked “confidential” or with a similar legend.

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

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

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

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

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

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

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

11. This agreement controls information that is disclosed to Recipient for the entire term of any contract resulting from IFB 2022-04 Taut Wire Security system Maintenance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NYS Department of Corrections and Community
Supervision

CONTRACTOR NAME

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____