INVITATION FOR BIDS (IFB) # FR-2026-02

ARC FLASH / COORDINATION STUDY

Issue Date: August 18, 2026
RSVP for Site Visit By: August 28, 2026 @ 1:00 PM
Site Visit Date: September 1, 2026 @ 9:00 AM
Bidder Questions Due: September 9, 2026 @ 1:00 PM
Bid Due Date & Time: September 30, 2026 @ 1:00 PM
Contract Period: 10/15/2026 – 10/15/2027

Designated Contact

Name: Ashley Soucia
Phone: (518) 483-6040 ext. 3200
Email: Ashley.Soucia@doccs.ny.gov

Alternate Designated Contact

Name: Erin Ducote
Phone: (518) 483-6040 ext. 3100
Email: Erin.Ducote@doccs.ny.gov

BID SIGNATURE PAGE

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

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

Legal Business Name of Company Bidding:	NYS Vendor Identification Number: (See NYS vendor file registration clause
D/B/A – Doing Business As (if applicable):	Federal Tax Identification Number: (Do Not Use Social Security Number)
Street City State Zip County	

If applicable, place an "x" in the appropriate box(es) (*check all that apply*)

☐ NYS Small Business # Employees _____	☐ NYS Certified Minority-Owned Business Enterprise (MBE)	☐ NYS Certified Woman-Owned Business Enterprise (WBE)	☐ NYS Certified Service-Disabled Veteran-Owned Business (SDVOB)

Vendor Responsibility Questionnaire Filed Online: ____ Yes ____ No
If yes, has Bidder certified or recertified the Vendor Responsibility Questionnaire no more than six (6) months prior to the bid opening date? ____ Yes ____ No

Do you understand and is your firm capable of meeting the insurance requirements to enter into a contract with New York State? ____ Yes ____ No

Does your bid proposal meet all the requirements of this solicitation?____Yes ____ No

If you are not bidding, place an "x" in the box and return this page only.

☐ WE ARE NOT BIDDING AT THIS TIME BECAUSE: _____

_____

Phone:	Toll Free Phone:
Email Address:	Company Web Site:
Bidder's Signature: Date:	Printed or Typed Name: Title:

RETURN THIS PAGE AS PART OF THE BID

INDIVIDUAL, CORPORATION, PARTNERSHIP, OR LLC ACKNOWLEDGMENT

STATE OF }
} SS.:
COUNTY OF }

On the ____ day of _____ in the year 20 ____ , before me personally appeared

_____ , known to me to be the person who executed the foregoing

instrument, who, being duly sworn by me did depose and say that **_he** resides at

_____,

Town of _____ ,

County of _____ , State of _____ ; and further that:

[Check One]

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

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

☐ **If a partnership): __he** is the _____ of _____, the partnership described in said instrument; that, by the terms of said partnership, **__he** is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, **__he** executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.

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

_____

Notary Public
Registration No.

CHECKLIST FOR IFB # FR-2026-02

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

  Forms available at: https://otda.ny.gov/contracts/mwbe/forms.asp
  https://ogs.ny.gov/veterans/forms
- ☐ Vendor Responsibility Questionnaire – Check one of the following:
  - ☐ Paper Submission

  OR
  - ☐ Electronic Filing - Certified Date: _____

    (Must be certified within the last six months)
- ☐ Certificate of Insurance
- ☐ Proof of Compliance with Workers' Compensation Coverage Requirements
- ☐ Proof of Compliance with Disability Benefits Coverage Requirements

  (Note: If the above three items are not submitted with bid, a tentative awardee shall provide this documentation upon notification from DOCCS)
- ☐ Bid Price Page
- ☐ Notes to Bidders and Questions
- ☐ Procurement Lobbying Certification
- ☐ NYS Finance Law Certifications: §139-l, and §139-m
- ☐ Executive Orders: EO 16 - Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia & EO 177
- ☐ Vendor Assurance of No Conflict of Interest or Detrimental Effect
- ☐ Contractor Certification Forms *(Must Be Notarized)*
  - ☐ Form ST-220-CA

Signature:_____ Date:_____

Print Name:_____ Name of Company:_____

RETURN THIS PAGE AS PART OF THE BID

Contents

GENERAL INFORMATION 7
1. NOTICE TO BIDDERS 7
2. KEY EVENT/DATES 8
2.1 Mandatory Site Visit 8
3. INQUIRIES / ISSUING OFFICE 9
4. SUBMISSION OF QUESTIONS AND CLARIFICATIONS 9
5. GENERAL REQUIREMENTS 9
6. DOCCS' RESERVED RIGHTS 10
7. GENERAL QUALIFICATION OF BIDDER 11
7.1 Vendor Responsibility 11
7.1.1 New York State Vendor File Registration 12
7.1.2 NYS Vendor Responsibility Questionnaire 12
7.1.3 Financial Stability 13
8. REFERENCES 13
9. PREVAILING WAGE RATES – CONSTRUCTION, PUBLIC WORKS, AND BUILDING SERVICES CONTRACTS 14
10. ESIMATED / SPECIFIC QUANTITIES 14
11. CONTRACT PERIOD AND RENEWALS 14
12. INFORMATION TO BE FURNISHED WITH BID 14
12.1 Conflict of Interest 14
12.2 Pricing 15
12.3 Forms Pertaining to New York State Finance Law (STFL) 15
12.4 Forms Pertaining to Executive Orders (EO) 17
12.5 Tax Law §5-A Amended April 26, 2006 17
12.6 Freedom of Information Law / Trade Secrets 18
13. APPENDIX A 19
14. APPENDIX B 19
15. CONFLICT OF TERMS AND CONDITIONS 19
16. 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 19
16.1 Equal Employment Opportunity Requirements 19
16.1.1 Business Participation Opportunities for MWBEs 20
17. BUSINESS PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN-OWNED BUSINESSES 22
17.1 Contract Goals 22
18. PUBLIC OFFICERS LAW 25
19. ETHICS REQUIREMENTS 25
20. SUBCONTRACTING 25
21. METHOD OF AWARD 26
21.1 Equal Low Bids (Tie Bids) 26
21.2 Rejection 26

21.3 Preferred Source Note 26
21.4 Minor Deviation(s) / Minor Technicality 27
21.5 "Or Equal" 27
21.6 Debriefing 27
22. DISPUTE RESOLUTION POLICY 27
23. PURCHASE ORDERS 27
24. CONTRACT PAYMENTS 27
25. BILLING 28
26. INTEREST 28
27. INDEMNIFICATION 28
28. CERTIFICATE OF INSURANCE 29
29. WORKERS' COMPENSATION INSURANCE AND DISABILITY BENEFITS REQUIREMENTS 29
30. USE OF RECYCLED OR REMANUFACTURED MATERIALS 30
31. EPA ENERGY STAR PROGRAM 30
32. MERCURY-ADDED CONSUMER PRODUCTS 31
33. TERMINATION 31
SCOPE OF WORK 33

GENERAL INFORMATION

1. NOTICE TO BIDDERS

Receipt of these bid documents does not indicate the New York State Department of Corrections and Community Supervision ("NYSDOCCS") – Franklin Correctional Facility ("Correctional Facility") has pre-determined your company's qualifications to receive a contract award. Such determination will be made after the bid opening and will be based on our evaluation of your bid submission compared to the specific requirements and qualifications contained in these bid documents. **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.

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

A. 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 (1) copy of the bid is required, unless otherwise specified herein.

a. **Bid Envelopes:** The envelope containing a bid should be clearly marked "**BID ENCLOSED**" and state **IFB # FR-2026-02, 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.

B. BID SUBMISSION

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

C. BID DELIVERY

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

Bids shall be delivered to:

State of New York
Department of Corrections and Community Supervision
Franklin Correctional Facility
Attn: Ashley Soucia, Head Account Clerk
62 Bare Hill Rd., PO Box 10
Malone, NY 12953

a. FAX and Email Transmittals: Facsimile (fax) and/or email transmittals are NOT acceptable submissions for this solicitation and **will not be considered**.

b. 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.

D. IMPORTANT BUILDING ACCESS PROCEDURES

Bidders attending bid openings must pre-register for building access by contacting Ashley Soucia at (518) 483-6040 ext. 3200 or by email at Ashley.Soucia@doccs.ny.gov at least

24 hours prior to bid opening. To access the facility, all visitors must check in by presenting valid photo identification. Vendors who intend to deliver bids should allow extra time to comply with these procedures. Building Access procedures may change or be modified at any time.

2. KEY EVENT/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	August 18, 2026
RSVP Deadline for Site Visit	August 28, 2026 at 1:00 p.m. ET
Site Visit (Mandatory)	September 1, 2026 at 9:00 a.m. ET
Written Bidders' Questions Deadline	September 9, 2026 by 1:00 p.m. ET
NYSDOCCS Issues Answers to Questions (estimated)	On or about September 16, 2026
Bids Due to NYSDOCCS	September 30, 2026 by 1:00 p.m. ET
Anticipated Contract Start Date	October 15, 2026

2.1 Mandatory Site Visit

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

Bidders intending to submit a bid will be required to attend a mandatory site visit, which will include an informational meeting and a tour of NYSDOCCS – Correctional Facility on the date and time listed on the cover page of this solicitation. This is the only date and time available for inspection. Alternate dates for additional site inspections will not be available. It is recommended that attendees arrive at least 30 (thirty) minutes prior to scheduled time of the site visit with photo identification.

Due to security restrictions, all Bidders must pre-register for the site visit by contacting **Ashley Soucia** via email at Ashley.Soucia@doccs.ny.gov by the date and time indicated in the Key Events/Dates table.

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

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

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

Questions posed during the site visit will be announced and answered for all in attendance to hear. Questions raised and verbal responses provided during the mandatory site visit will be incorporated into NYSDOCCS' official response to questions (responses to both written and mandatory site visit questions) and will be distributed to all attendees of the mandatory site visit. Any questions that cannot

be answered during the mandatory site visit will be answered in NYSDOCCS' official response to questions to be sent to all attendees of the mandatory site visit.

Verbal answers are not official answers. All questions asked at or after the site visit must be submitted via email to the Designated Contact(s) for this solicitation no later than the deadline for submission of written questions, as listed on the face page of this solicitation. Only answers provided by addendum are considered official. Vendors should understand that the only official answers or positions of NYSDOCCS are those stated in writing via the official response to questions document. Verbal responses provided during the mandatory site visit (or at any other time) do not represent the official answer or position of NYSDOCCS, and NYSDOCCS shall not be bound in any way by any such verbal answer.

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

3. INQUIRIES / ISSUING OFFICE

All inquiries concerning this specification will be addressed to the **Designated Contacts listed on the face page of this solicitation.**

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

4. SUBMISSION OF QUESTIONS AND CLARIFICATIONS

All questions should be submitted in writing no later than the date indicated in the Key Events/Dates table, citing the particular solicitation section and paragraph number. The prospective bidder should notify the DESIGNATED CONTACT of any term, condition, etc., that precludes the vendor from submitting a compliant, responsive bid. Bidders are cautioned to read this document thoroughly to become familiar with all aspects of the bid. Prospective Bidders should note that all clarifications and exceptions including those relating to the terms and conditions of the contract are to be resolved prior to the submission of a bid.

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

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/) on or about the date listed in the Key Events/Dates table. Only answers provided by addendum are considered official. Any amendments, clarifications, responses to questions, and updates to this IFB will be posted on the NYS Contract Reporter. It is each bidder's responsibility to visit the above website prior to submitting a bid to determine if any addenda have been issued regarding this solicitation.

5. 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 NYSDOCCS of any changes in the legal status or principal ownership of the firm, 45 (forty-five) days in advance of said change.

3. in any contract resulting from this solicitation, it shall be completely responsible for its work, including any damages or breakdowns caused by its failure to take appropriate action; and,

4. any contract resulting from this solicitation may not be assigned, transferred, conveyed or the work subcontracted without the prior written consent of the Commissioner of NYSDOCCS.

5. for reasons of safety and public policy, in any contract resulting from this solicitation, 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. the Commissioner's interpretation of specifications shall be final and binding upon the Contractor.

7. the Commissioner of NYSDOCCS will make no allowance or concession to the Bidder for any alleged misunderstanding because of quantity, quality, character, location or other conditions.

8. should it appear 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 NYSDOCCS.

9. for purposes of any contract resulting from this solicitation, 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 of NYSDOCCS 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. the Commissioner of NYSDOCCS reserves the right to stop the work covered by any contract(s) resulting from this solicitation 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, NYSDOCCS 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 NYSDOCCS issues a stop work order for the work as provided herein, the Contractor shall have 10 (ten) working days to respond thereto before any such stop work order shall become effective.

11. it is the Contractor's responsibility to maintain the equipment and materials provided for the work consistent with applicable safety and health codes.

12. NYSDOCCS reserves the right to reject and bar from the facility any employee hired by the Contractor.

6. DOCCS' RESERVED RIGHTS

NYSDOCCS reserves the rights for the following:

1. Reject any and all bids received in response to this Solicitation.
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 bid fails to conform to the requirements of the IFB;
5. Seek clarifications and revisions of bids;

6. Use bid 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 bid 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 bids received;
15. Every offer shall be firm and not revocable for a period of 90 (ninety) days from the bid opening, to the extent not inconsistent with Section 2-205 of the Uniform Commercial Code. Subsequent to such 90 (ninety) days, any offer is subject to withdrawal communicated in writing and 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 bid and/or to determine an offerer's compliance with the requirements of the solicitation.

7. GENERAL QUALIFICATION OF BIDDER

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

NYSDOCCS 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.

NYSDOCCS reserves the right to investigate or make any inquiry into the capabilities of any bidder to properly perform under any resultant contract. See "Performance Qualifications," "Disqualification for Past Performance" and "Employees/Subcontractors/Agents" in **Appendix B, *General Specifications***.

7.1 Vendor Responsibility

DOCCS conducts a review of prospective contractors ("Bidders") to provide reasonable assurances the Bidder is responsive and responsible. The Contractor shall at all times during the contract term remain responsible. The Contractor agrees, if requested by the Commissioner of DOCCS or their

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.

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. 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 their designee issues a written notice authorizing a resumption of performance under the Contract. Finally, the contract may be terminated following a finding of non-responsibility.

7.1.1 New York State Vendor File Registration

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

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

Once the process is initiated, registrants will receive an email from OSC that includes the unique ten-digit vendor identification number assigned to the company and instructions on how to enroll in the online Vendor Self-Service application. For more information on the vendor file please visit the following website: http://www.osc.state.ny.us/vendor_management

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

7.1.2 NYS Vendor Responsibility Questionnaire

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. 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.

DOCCS recommends each Bidder file the required Questionnaire online via the New York State VendRep System. To enroll in and use the VendRep System, please refer to the VendRep System Welcome Package for Vendors available at the Office of the State Comptroller's (OSC) website: http://www.osc.state.ny.us/vendrep/documents/system/welcome_package.pdf or go directly to the VendRep System online at https://www.osc.state.ny.us/state-vendors.

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 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.

7.1.3 Financial Stability

The bidder must be financially stable and able to substantiate the financial statements of its company. 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.

In addition to sales history, current financial statements may be requested and must be provided within five (5) 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.**

8. 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 (3) years for each referenced account.

9. PREVAILING WAGE RATES – CONSTRUCTION, PUBLIC WORKS, AND BUILDING SERVICES CONTRACTS

Work being bid is subject to the prevailing wage rate provisions of New York State Labor Law. See "Prevailing Wage Rates - Public Works and Building Services Contracts" in **Appendix B, *General Specifications***. 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 www.labor.ny.gov.

The applicable prevailing wage rate schedule for this project is PRC# 2026004132

10. ESIMATED / SPECIFIC QUANTITIES

The quantities or dollar values listed are estimated only. See "Estimated/Specific Quantity Contracts" in **Appendix B, *General Specifications***.

11. CONTRACT PERIOD AND RENEWALS

It is the intention of the State to enter into a contract for a period of one (1) year 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 (2) calendar months, by indicating such change on the Contract Award Notification.

The contract dates may be adjusted forward beyond two (2) months only with the approval of the successful bidder. If, however, the bidder is not willing to accept an adjustment of the contract dates beyond the two-month period, the State reserves the right to proceed with an award to another bidder.

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

12. 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.

12.1 Conflict of Interest

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

Bidder must disclose whether it, or any of its members, shareholders of 5% or more, parents, affiliates, or subsidiaries, have been the subject of any investigation or disciplinary action by the New York State Commission on Public Integrity or its predecessor State entities (collectively, "Commission"), and if so,

a brief description must be included indicating how any matter before the Commission was resolved or whether it remains unresolved.

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

12.2 Pricing

The Bid amounts shall be inclusive of all costs including travel, licenses, insurance, administrative, profit and other ancillary costs regardless of the amount of time required or the number of visits made to the site.

Contractor is to provide an annual Base Bid for all labor, material, equipment, and all other ancillary cost required to service every piece of equipment which requires inspection, testing, maintenance and corrective repairs. In addition, the Contractor will provide a "time and materials" cost for any work not covered in the base bid scope.

The time and materials portion of the bid shall be represented as an hourly rate for labor, and a percent markup over the Contractors cost for parts and materials. For evaluation purposes, an estimated number of hours and an estimated dollar value of materials and parts will be used on the bid price page. These are estimated figures only and the Contractor will be paid only for the actual, fair and reasonable time or materials that are utilized.

Bidder shall submit a completed Bid Price Page. Each item must be complete with no lines omitted. Bidder shall not provide alternative pricing or deviate from the Bid Price Page. Alternative pricing methodologies will not be considered and may result in the rejection of the bid.

12.3 Forms Pertaining to New York State Finance Law (STFL)

A. Non-collusive Bidding Certification; STFL Section 139-d

Bidders responding to this IFB must submit **Non-Collusive Bidding Certification**. See **Appendix A**, clause 7 for more information.

B. Procurement Lobbying Act; STFL Sections 139-j and 139-k

Bidders responding to this IFB must submit **Procurement Lobbying Certification and Disclosure of Prior Non-Responsibility Determination**.

Pursuant to State Finance Law §§139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between NYSDOCCS - Correctional Facility and an Offerer/bidder during the procurement process. An Offerer/bidder is restricted from making contacts from the earliest notice of intent to solicit offers/bids through final award and approval of the Procurement Contract by NYSDOCCS - Correctional Facility, and if applicable, the Office of General Services, and/or the Office of the State Comptroller (“restricted period”) to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). Designated staff, as of the date hereof, is identified on the first page of this solicitation. NYSDOCCS - Correctional Facility employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offerer/bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two (2) 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/

C. Sexual Harassment Prevention; STFL Section 139-l

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, NYSDOCCS may reject the bid or may decide there are sufficient reasons to accept the bid without such certification.

D. Gender Violence in the Workplace Prevention; STFL Section 139-m

Pursuant to New York State Finance Law § 139-M, every bid made on or after November 5, 2025 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, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalty of perjury:

"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 gender-based violence and the workplace and has provided such policy to all of its employees, directors and board members. Such policy shall, at a minimum, meet the requirements of subdivision 11 of section five hundred seventy-five of the executive law." https://www.nysenate.gov/legislation/laws/EXC/575

The statement required by New York State Finance Law § 139-M subdivision 1.a **Gender-Based Violence Prevention Policy Certification** may be submitted electronically in accordance with the provisions of New York State Finance Law § 163 subdivision 7.

A bid shall not be considered for award, nor shall any award be made to a bidder who has not complied with this section; provided, however, that if the bidder cannot make the foregoing certification, such bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor.

Any bid hereafter made to the state or any public department, agency or official thereof, by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where such bid contains the statement required by this section, 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 corporation.

E. Consultant Disclosure Provisions; STFL Section 163(4)(g)

In accordance with New York State Finance Law §163(4)(g), State agencies must require all contractors, including subcontractors, that provide consulting services for State purposes pursuant to a contract to submit an annual employment report for each such contract.

The successful bidder for procurements involving consultant services must complete a "State Consultant Services Form A, Contractor's Planned Employment from Contract Start Date through End of Contract Term" in order to be eligible for a contract.

The successful bidder must also agree to complete a "State Consultant Services Form B, Contractor's Annual Employment Report" for each state fiscal year included in the resulting contract. This report must be submitted annually to the Department of Health, the Office of the State Comptroller, and Department of Civil Service.

State Consultant Services Form A Contractor's Planned Employment and Form B Contractor's Annual Employment Report may be accessed electronically at:
http://www.osc.state.ny.us/agencies/forms/ac3271s.doc and
http://www.osc.state.ny.us/agencies/forms/ac3272s.doc

12.4 Forms Pertaining to Executive Orders (EO)

A. EO Number 16

Bidders must review Executive Order 16 prior to submitting bids. You may access the executive order on the Governor's website: https://www.governor.ny.gov/executive-order/no-16-prohibiting-state-agencies-and-authorities-contracting-businesses-conducting

Pursuant to Executive Order 16, all Bidders responding to this solicitation shall complete the Certification form located within this IFB certifying the status of their business operations in Russia, if any.

B. EO Number 177

Bidders must review Executive Order 177 prior to submitting bids. You may access the executive order on the Governor's website: https://www.governor.ny.gov/sites/governor.ny.gov/files/atoms/files/EO177.pdf

Bidders shall complete the EO177 Certification form located within this IFB as evidence of compliance with the foregoing and submit with bid.

12.5 Tax Law §5-A Amended April 26, 2006

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 (4) quarterly periods immediately preceding the quarterly period when the certification is made; and with respect to any affiliates and subcontractors whose sales delivered into NYS also exceed $300,000 in the same manner as noted above for the contractor.

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

There are two (2) Contractor certification forms, with instructions, required for this bid. **Form ST-220-TD is to be submitted directly to DTF**. ***Submission to DTF is a one-time occurrence. If you have already submitted this form to DTF for other bidding opportunities, you do not need to submit the form attached to this bid. If, however, any certification information changes, a new ST-220-TD must be filed with DTF.*** **Form ST-220-CA must be completed and submitted with this bid**. ***This form certifies to the procuring agency that the contractor has filed ST-220-TD with DTF in compliance with the law.***

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

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

12.6 Freedom of Information Law / Trade Secrets

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

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

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

13. APPENDIX A

Appendix A, *Standard Clauses For New York State Contracts*, dated June 2023, 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.**

14. APPENDIX B

Appendix B, *General Specifications*, dated April 2016, attached hereto, is hereby expressly made a part of this Bid Document as fully as if set forth at length herein and shall govern any situations not covered by this Bid Document or **Appendix A**. **Please retain this document for future reference.**

15. CONFLICT OF TERMS AND CONDITIONS

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

a) Appendix A
b) This Invitation for Bid
c) Appendix B

16. 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 NYSDOCCS 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 NYSDOCCS contracts.

16.1 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, gender identity or expression, 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 requirements in this section may result in a finding of non-responsiveness, non-responsibility and/or a breach of 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.

16.1.1 Business Participation Opportunities for MWBEs

For purposes of this solicitation, DOCCS hereby establishes an overall goal of **0**% for MWBE participation, **0**% for New York State-certified Minority-owned Business Enterprise ("MBE") participation and **0**% 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 DOCCS may withhold payment pursuant to any Contract awarded as a result of this IFB pending receipt of the required MWBE documentation. The directory of MWBEs can be viewed at: https://ny.newnycontracts.com. For guidance on how DOCCS will evaluate a Contractor's "good faith efforts," refer to 5 NYCRR §142.8.

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

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

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

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

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

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

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

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

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

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

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

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

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

Veterans Services Law Article 3 of the New York State Executive Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOB"), thereby further integrating such businesses into New York State's economy. Department of Corrections and Community Supervision (DOCCS) recognizes the need to promote the employment of service-disabled veterans and to ensure certified SDVOBs 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 are 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.

The directory of NYS 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.

17.1 Contract Goals

DOCCS hereby establishes an overall goal of **6%** for SDVOB participation, based on the current availability of qualified SDVOBs. Contractor must document "good faith efforts" to provide meaningful participation by SDVOBs as subcontractors or suppliers in the performance of the Contract (see clause "C" below). Questions regarding compliance with SDVOB participation goals should be directed to the DOCCS Designated Contacts.

I. SDVOB Utilization Plan

A. In accordance with 9 NYCRR §252.2(i), Bidders are required to submit a completed SDVOB Utilization Plan on Form SDVOB 100 with their bid.

B. The Utilization Plan shall list the SDVOBs the Bidder intends to use to perform the Contract, a description of the work the Bidder intends the SDVOB to perform to meet the goals on the Contract, the estimated dollar amounts to be paid to an SDVOB, or, if not known, an estimate of the percentage of Contract work the SDVOB will perform. By signing the Utilization Plan, the Bidder acknowledges that making false representations or providing information that shows a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Any modifications or changes to the agreed participation by SDVOBs after the Contract award and during the term of the Contract must be reported on a revised SDVOB Utilization Plan and submitted to DOCCS.

C. DOCCS will review the submitted SDVOB Utilization Plan and advise the Bidder/Contractor of DOCCS acceptance or issue a notice of deficiency within 20 (twenty) days of receipt.

D. Bidder/Contractor agrees that if a notice of deficiency is issued, Bidder shall respond to the notice of deficiency within seven (7) business days of receipt by submitting to DOCCS a written remedy in response to the notice of deficiency. If the written remedy submitted is not timely or is found by DOCCS to be inadequate, DOCCS shall notify the Bidder/Contractor and direct the Bidder/Contractor to submit, within five (5) business days of notification by DOCCS, a request for a partial or total waiver of SDVOB participation goals on SDVOB 200. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

E. DOCCS may disqualify a Bidder's bid or proposal as being non-responsive under the following circumstances:
   (a) If a Bidder fails to submit an SDVOB Utilization Plan;
   (b) If a Bidder fails to submit a written remedy to a notice of deficiency;
   (c) If a Bidder fails to submit a request for waiver; or
   (d) If DOCCS determines that the Bidder has failed to document good faith efforts.

F. If awarded a Contract, Contractor certifies that it will follow the submitted SDVOB Utilization Plan for the performance of SDVOBs on the Contract pursuant to the prescribed SDVOB contract goals set forth above.

G. Contractor further agrees that a failure to use SDVOBs as agreed in the Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, DOCCS shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsibility.

II. Request for Waiver

1. **Prior to submission of a request for a partial or total waiver, Bidder/Contractor shall speak to the Designated Contacts at DOCCS for guidance.**

2. In accordance with 9 NYCRR §252.2(m), a Bidder/Contractor that is able to document good faith efforts to meet the goal requirements, as set forth in clause IV below, may submit a request for a partial or total waiver on Form SDVOB 200, accompanied by supporting documentation. A Bidder may submit the request for waiver at the same time it submits its SDVOB Utilization Plan. If a request for waiver is submitted with the SDVOB Utilization Plan and is not accepted by DOCCS at that time, the provisions of clauses II (C), (D) & (E) will apply. If the documentation included with the Bidder's/Contractor's waiver request is complete, DOCCS shall evaluate the request and issue a written notice of acceptance or denial within 20 (twenty) days of receipt.

3. Contractor shall attempt to utilize, in good faith, the SDVOBs identified within its SDVOB Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract award may be

made at any time during the term of the Contract to DOCCS, but must be made no later than prior to the submission of a request for final payment on the Contract.

4. If DOCCS, upon review of the SDVOB Utilization Plan and Monthly SDVOB Compliance Report (SDVOB 101), determines Contractor is failing or refusing to comply with the contract goals and no waiver has been issued regarding such non-compliance, DOCCS may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of SDVOB contract goals.

Waiver requests should be sent to DOCCS at MWBE-SDVOB@doccs.ny.gov.

III. Required Good Faith Efforts

In accordance with 9 NYCRR §252.2(n), Contractors must document their good faith efforts toward utilizing SDVOBs on the Contract. Evidence of required good faith efforts shall include, but not be limited to, the following:

1) Copies of solicitations to SDVOBs and any responses thereto.
2) Explanation of the specific reasons each SDVOB that responded to Bidders/Contractors' solicitation was not selected.
3) Dates of any pre-bid, pre-award or other meetings attended by Contractor, if any, scheduled by DOCCS with certified SDVOBs whom DOCCS determined were capable of fulfilling the SDVOB goals set in the Contract.
4) Information describing the specific steps undertaken to reasonably structure the Contract scope of work for the purpose of subcontracting with, or obtaining supplies from, certified SDVOBs.
5) Other information deemed relevant to the waiver request.

IV. Monthly SDVOB Contractor Compliance Report

In accordance with 9 NYCRR §252.2(q), Contractor is required to report Monthly SDVOB Contractor Compliance to DOCCS during the term of the Contract for the preceding month's activity, documenting progress made towards achieving the Contract SDVOB goals.

This information must be submitted using form SDVOB 101, and should be completed by the Contractor and submitted to DOCCS by the 10th day of each month during the term of the Contract, for the preceding month's activity to: MWBE-SDVOB@doccs.ny.gov.

V. Breach of Contract and Damages

In accordance with 9 NYCRR §252.2(s), any Contractor found to have willfully and intentionally failed to comply with the SDVOB participation goals set forth in the Contract, shall be found to have breached the contract and Contractor shall pay damages as set forth therein.

18. 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 (2) 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.

19. 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.

20. SUBCONTRACTING

The Contractor agrees not to subcontract any of its services, unless as indicated in its bid, without the prior written approval of NYSDOCCS. 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 NYSDOCCS. 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 NYSDOCCS. As part of this explanation, the subcontractor must submit to NYSDOCCS 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 a contract.**

All subcontracts shall be in writing and shall contain provisions, which are functionally identical to, and consistent with, the provisions of this solicitation. Unless waived in writing by NYSDOCCS, all subcontracts between the Contractor and subcontractors shall expressly name NYSDOCCS as the sole intended third

party beneficiary of such subcontract. NYSDOCCS 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 NYSDOCCS a party to any subcontract or create any right, claim, or interest in the subcontractor or proposed subcontractor against NYSDOCCS.

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

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

21. METHOD OF AWARD

Award shall be made by *Grand Total* to the lowest responsive and responsible bidder.

21.1 Equal Low Bids (Tie Bids)

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

1) Best and Final Offer
2) Certified New York State Minority- or Woman-owned Business Enterprise (MWBE)
3) Certified New York State Service-Disabled Veteran-Owned Business (SDVOB)
4) Small New York State Business
5) Previous Vendor

If two (2) or more bidders still remain equally eligible after application of paragraph (a) of this section, award shall be made through a drawing limited to those bidders. The drawing shall be witnessed by at least three (3) persons, and the contract file shall contain the names and addresses of the witnesses and the person supervising the drawing.

21.2 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.

21.3 Preferred Source Note

All bidders should note that certain legally established preferred source suppliers, such as Correctional Industries (Corcraft), New York State Preferred Source Program For People Who Are Blind, and NYS Industries for the Disabled (NYSID) have expressed an interest in supplying products/services covered by this solicitation. Therefore, one (1) or more of these suppliers may be designated as a "Preferred Source" and as a result, we may issue no award for the products/services affected.

21.4 Minor Deviation(s) / Minor Technicality

NYSDOCCS 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.

21.5 "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.

21.6 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 (fifteen) calendar days of notification by NYSDOCCS 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.

22. DISPUTE RESOLUTION POLICY

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

23. PURCHASE ORDERS

All orders will be placed via purchase order by Franklin Correctional Facility, 62 Bare Hil Rd., PO Box 10, Malone, NY 12953. Purchase orders are effective and binding upon the CONTRACTOR when placed in the mail and addressed to the CONTRACTOR at the address shown herein. Product is required as soon as possible and guaranteed delivery may be considered in making award. Delivery shall be made in accordance with instructions on Purchase Order from each agency. If there is a discrepancy between the purchase order and what is listed on the contract, it is the contractor's obligation to seek clarification from the ordering agency.

24. 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 http://osc.state.ny.us/vendors/epayments.htm, by email at ePayments@osc.state.ny.us, or by telephone at (518) 408-4672. Contractor acknowledges that it will not receive payment on any invoices submitted

under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

Please note that in conjunction with New York State's implementation of a Statewide Financial System (SFS), the Office of the State Comptroller requires all vendors doing business with New York State agencies to complete a substitute W-9 form. Vendors registering for electronic payment can complete the W-9 form when they register.

Vendors already registered for electronic payment are requested to go to the above website and complete the Substitute W-9 form and submit following the instructions provided.

25. BILLING

Payment will be based on an invoice which the Contractor shall issue weekly. Each company invoice must be itemized and include the following information:

1. A unique invoice number
2. Contractor's Name
3. Contractor's Remit Address
4. Contractor's Federal ID
5. Contractor's New York State Supplier (Vendor) ID
6. NYS Contract Number
7. Purchase Order Number
8. PO Line Number and Description
9. Dates of Service
10. Detailed Charges

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

All Invoices are to be submitted for payment to:

NYS Department of Corrections and Community Supervision
Franklin Correctional Facility
ATTN: Business Office
62 Bare Hill Rd., PO Box 10
Malone, NY 12953

26. INTEREST

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

27. INDEMNIFICATION

The Contractor shall assume all risks of liability for its performance, or that of any of its officers, employees, subcontractors or agents, of 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.

28. CERTIFICATE OF INSURANCE

Bidders must have the necessary insurance to comply with New York State requirements. **A copy of that insurance certificate shall be submitted from the successful bidder.**

Prior to providing any service to the State of New York, the bidder must provide another copy of the insurance certificate naming the State of New York and New York State Department of Corrections and Community Supervision as "additional named insured" in its liability policy.

29. WORKERS' COMPENSATION INSURANCE AND DISABILITY BENEFITS REQUIREMENTS

Workers' Compensation Law (WCL) §57 & §220 requires the heads of all municipal and state entities to ensure that businesses applying for permits, licenses, or contracts document it has appropriate workers' compensation and disability benefits insurance coverage. These requirements apply to both original contracts and renewals, whether the governmental agency is having the work done or is simply issuing the permit, license or contract. Failure to provide proof of such coverage or a legal exemption will result in a rejection of your bid or renewal.

1. **Proof of Compliance with Workers' Compensation Coverage Requirements:**

   An ACORD form is NOT acceptable proof of workers' compensation coverage. In order to provide proof of compliance with the requirements of the Workers' Compensation Law pertaining to workers' compensation coverage, a contractor shall:
   A) Be legally exempt from obtaining Workers' Compensation insurance coverage; or
   B) Obtain such coverage from an insurance carrier; or
   C) Be a Workers' Compensation Board-approved self-insured employer or participate in an authorized self-insurance plan.

A Contractor seeking to enter into a contract with the State of New York shall provide one of the following forms to NYSDOCCS at the time of bid submission or shortly after the opening of bids:

A) 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); (Reference **IFB # FR-2026-02** on the form.)

B) Certificate of Workers' Compensation Insurance:

   1) Form C-105.2 (9/07) if coverage is provided by the contractor's insurance carrier, contractor must request its carrier to send this form to the New York State Office of General Services, or

   2) Form U-26.3 if coverage is provided by the State Insurance Fund, contractor must request that the State Insurance Fund send this form to Franklin Correctional Facility.

C) Form SI-12, Certificate of Workers' Compensation Self-Insurance available from the New York State Workers' Compensation Board's Self-Insurance Office.

D) Form GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance available from the contractor's Group Self-Insurance Administrator.

2. Proof of Compliance with Disability Benefits Coverage Requirements:

In order to provide proof of compliance with the requirements of the Workers' Compensation Law pertaining to disability benefits, a contractor shall:

a) Be legally exempt from obtaining disability benefits coverage; or

b) Obtain such coverage from an insurance carrier; or

c) Be a Board-approved self-insured employer.

A Contractor seeking to enter into a contract with the State of New York shall provide one of the following forms to NYSDOCCS at the time of bid submission or shortly after the opening of bids:

A) 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); (Reference **IFB # FR-2026-02** on the form.)

B) Form DB-120.1, Certificate of Disability Benefits Insurance. Contractor must request its business insurance carrier to send this form to the New York State Office of General Services; or

C) Form DB-155, Certificate of Disability Benefits Self-Insurance. The Contractor must call the Board's Self-Insurance Office at (877) 632-4996 to obtain this form.

ALL OF THE ABOVE REFERENCED FORMS, EXCEPT CE-200, SI-12 & DB-155 MUST NAME: The New York State Department of Corrections and Community Supervision, Harriman Campus, 1220 Washington Avenue, Albany, New York 12226-2050 as the Entity Requesting Proof of Coverage (Entity being listed as the Certificate Holder)

Workers' Compensation: http://www.wcb.ny.gov/content/onlineforms/obtainC105.jsp
Disability Benefits: http://www.wcb.ny.gov/content/onlineforms/obtainDB120-1.jsp
Exemption:
http://www.wcb.ny.gov/content/ebiz/wc_db_exemptions/requestExemptionOverview.jsp

30. USE OF RECYCLED OR REMANUFACTURED MATERIALS

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

31. 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.

32. 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 (DEC) Bureau of Waste Reduction & Recycling at (518) 402-8706 or the Bureau of Hazardous Waste & Radiation Management at (518) 402-8652 for questions relating to the law. Offerers may also visit the DEC's website for additional information: https://dec.ny.gov/environmental-protection/mercury/mercury-added-consumer-products.

33. TERMINATION

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

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 provision should not be understood as waiving the State's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision. 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 30 (thirty) days prior to the date upon which termination shall become effective.

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.

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

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

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 NYSDOCCS' 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.

SCOPE OF WORK

The Department of Corrections and Community Supervision (DOCCS) Franklin Correctional Facility is soliciting bids for an Arc Flash / Coordination study to be conducted in accordance with the 2024 NFPA 70E and Standard IEEE 1584. All work is to be at prevailing wage rate and completed in a timely manner. Site visit is mandatory.

PART 1 - GENERAL

1.1 DESCRIPTION

A. Provide an Arc Flash Hazard Study for the electrical distribution system. The intent of the Arc Flash Hazard Study is to determine hazards that exist at each major piece of electrical equipment. This includes, but not limited to switchgear, switchboards, panelboards, motor control centers, PDUs, UPS, ATSs, and transformers. The proposal shall state the total number of arc flash labels (locations with calculations) that will be supplied. The study will include creation of Arc Flash Hazard Warning Labels listing all items as shown on the sample label below. These labels provide technicians and others in the selection of proper Personal Protective Equipment when working around exposed and energized conductors. The electrical contractor will install the labels.

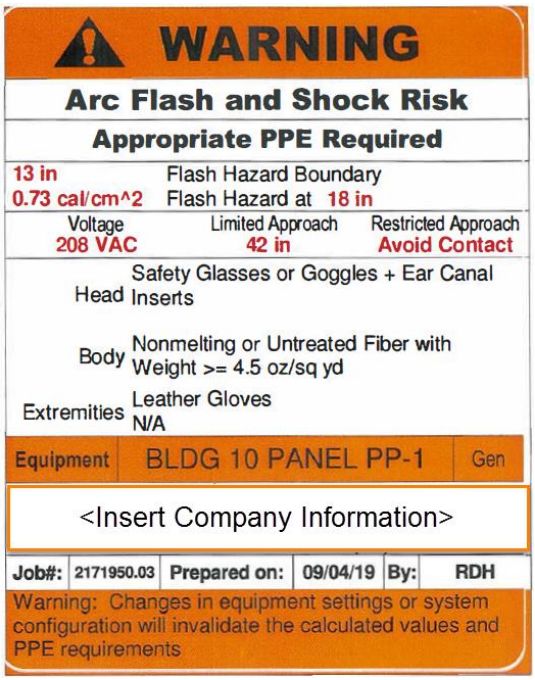

Figure 1 – Example Arc Flash Label

B. The arc flash hazard study shall include the electrical distribution system equipment including all equipment fed by transformers rated 125 kVA and below.

RETURN THIS PAGE AS PART OF THE BID

(CONTINUED)

C. Perform infra-red thermography on all electrical distribution equipment in accordance with 2023 NFPA -70B standard. Infra-red thermography baseline images for all devices shall be performed with covers removed and to be included in the final report identified by building and location.

D. If an existing up-to-date current short-circuit and protective device coordination study is available, proceed based upon the information provided in that study.

E. If an existing up-to-date current short-circuit and protective device coordination study is not available, perform a short-circuit and protective device coordination study before the Arc Flash Hazard Study.

F. Use of NFPA 70E Task tables to determine AF Hazard Category is not allowed.

G. The arc flash hazard study shall include normal power and generator power and provide labels based on worst case scenario.

H. Existing Equipment Data will be provided by the owner/facility, this information must be field verified for accuracy.

I. Power System Equipment Database (PSDB) shall be provided to the owner at the completion of the study. The database shall contain and list all electrical equipment used in the study and the results of the short circuit, protective device study, and arc flash study. This equipment database shall be a Microsoft ACCESS Database. The data base shall have the minimum features and functions:

1. Equipment Nameplate Data and Protective Device Settings for the following equipment shown in the table below. The database shall also have equipment database report listing the data below for each piece of equipment.

ATSs	Control Panels	Disconnect Switches
Circuit Breakers	Fuses	Generators
Motor Control Centers	Motor Starters	Motors > 50 HP
Bus Duct Runs	Panelboards	PDUs
Relays	Switchboards	Switchgear
Transformers	UPS	VSD
Conductor	Other Equipment	Utility Data

The equipment nameplate data shall include a minimum of the following information:

Manufacturer	Type	Voltage
Amperage	kVA	HP
Size (conductor)	Length (conductor)	# per Phase (conductor)
RLA (motor)	LRA (motor)	NEMA Code (motor)
Frame Size	Trip	Sensor
Breaker & Relay	Impedance (generators	Winding Connections

(CONTINUED)

Settings	& transformers)	(Transformers)
Temperature Ratings	Short Circuit Rating	Withstand Rating
Date of Manufacture	Weight (transformers)	Catalog Number
Serial Number		

2. Library with conductor, transformer, fuse, relay, and circuit breaker data.

3. Short Circuit Study results importation from SKM program for all operating scenarios.

4. Arc Flash Study results importation from SKM program for all operating scenarios.

J. The proposal for this study must state the following items

1. Number of arc flash labels (locations) that the vendor will produce.

2. Number of operating scenarios to be included in the study.

3. Contractor will be provided with the existing equipment data.

4. Contractor will be installing the labels.

5. Any exceptions to the specifications and requirements shall be clearly stated in the proposal.

6. Terms and Conditions

7. Estimated data collection time

8. Estimated completion date.

1.2 QUALIFICATIONS

A. The Contractor shall have the study prepared by qualified engineers of an independent consultant. The consultant shall be a Registered Professional Electrical Engineer licensed in NY State who has at least ten (10) years of experience and specializes in performing power system studies.

B. The arc flash hazard study shall be performed using SKM Power Tools computer software package. No substitutions. Using NFPA 70E Task Tables to determine Hazard Classification is not acceptable.

1.3 SUBMITTALS

A. The contractor shall submit a draft report for review by the owner before printing the arc flash hazard labels. The draft report shall contain paper copies of the proposed labels.

B. Submit three (3) copies of the study and (1) set of warning labels.

C. Provide a SKM file converted to CAD file, and one additional “D” sized one-line diagram for posting for each building and one master for the entire site.

(CONTINUED)

PART 2 - EXECUTION

2.1 SHORT CIRCUIT STUDY

A. Before performing the Arc Flash Hazard Study perform a short circuit study for the equipment. Compare the calculated short circuit current to the equipment short circuit ratings. Verify that the equipment is properly rated for the available short circuit current.

2.2 PROTECTIVE DEVICE COORDINATION STUDY

A. Before performing the Arc Flash Hazard Study perform a protective device coordination study for the equipment. Determine the proper settings for the protective devices. For complex protective devices, create time current curves to determine the appropriate protective device sizes and settings. Collect the settings from the existing equipment and use these settings for the Arc Flash Hazard Study.

2.3 ARC FLASH HAZARD STUDY

A. Perform the arc flash hazard study after the short circuit and protective device coordination study has been completed.

B. The study shall be calculated by means of the SKM Power Tools computer software package. Pertinent data, rationale employed, and assumptions in developing the calculations shall be incorporated in the introductory remarks of the study.

C. The study shall be in accordance with latest applicable NFPA 70E, OSHA 29-CFR, Part 1910 Sub part S, IEEE 1584, and NESC Standards. The study must be performed using IEEE 1584 for equipment rated 50 to 15 kV and NESC for equipment rated above 15 kV.

D. Determine the items shown on the example labels (figure 1) at each location.

E. Labels shall be printed in color and shall be moisture proof, adhesive backed. Labels for outdoor equipment shall be vinyl and UV resistant to avoid fading.

F. Produce three Arc Flash Evaluation Summary Sheet reports. The first shall list the items below for the maximum calculated energy levels. The second report shall list all incident energy values at each location for each scenario. The third report shall list all “Dangerous” locations (using maximum calculated energy levels) where the incident energy level is 40 Cals/cm2. The reports shall list the following items:

1. Bus Name
2. Scenario
3. Upstream Protective Device Name, Type, and Settings
4. Bus Line to Line Voltage
5. Bus Bolted Fault

(CONTINUED)

6. Protective Device Bolted Fault Current

7. Arcing Fault Current

8. Protective Device Trip / Delay Time

9. Breaker Opening Time

10. Solidly Grounded Column

11. Equipment Type

12. Gap

13. Arc Flash Boundary

14. Working Distance

15. Incident Energy

G. Create an impedance one-line diagram. All electrical equipment wiring to be protected by the overcurrent devices and each location where the fault current will be calculated shall be shown. Clearly show, on the one-line, the schematic wiring of the electrical distribution system.

1. Show reference nodes on the one-line diagram referring to a formal report, to include the following specific information:

2. X/R ratios, utility contribution, and short circuit values (asymmetrical and symmetrical) at the bus of the main service, and all downstream equipment containing overcurrent devices.

3. Transformer kVA and voltage ratings, percent impedance, X/R ratios, wiring connections and label phase rotation on all transformers.

4. Voltage at each bus.

5. Identifications of each bus.

6. Feeder sizes, quantity per phase, and length.

PART 3 - ANALYSIS

Analyze the short circuit, protective device coordination, and arc flash calculations and highlight any equipment that is determined to be underrated or causes an abnormally high incident energy calculation. Propose general methods and approaches to reduce the energy levels. Proposed major corrective modifications will be taken under advisement by the facility.

PART 4 – REPORT

The results of the power system study shall be summarized in a final report. The report shall include the following sections:

(CONTINUED)

A. Introduction, executive summary and recommendations, assumptions, reduced copy of the one line and impedance drawings.

B. Arc Flash Evaluations Summary Spreadsheet (Maximum Energy Calculation)

C. Arc Flash Evaluations Summary Spreadsheet (All Scenarios for each location Energy Calculation)

D. Arc Flash Evaluations Summary Spreadsheet (Dangerous Locations)

E. Arc Flash Hazard Warning Labels printed in color on paper.

F. One set of labels printed in color on moisture proof adhesive backed labels. Labels for outdoor equipment shall be vinyl and UV resistant to avoid fading and applied by contractor.

G. Protective Device List

H. SKM project data base files – soft Files are required

I. Existing Equipment (PSDB) Database files

J. All infra-red thermography images.

CONTRACTOR QUALIFICATIONS

NYSDOCCS – Franklin Correctional Facility reserves the right to require that the contractor demonstrate it has the skills, equipment, and other resources to satisfactorily perform the nature and magnitude of work necessary to complete the routine schedule specified in this proposal.

CONTRACTOR'S COMPENSATORY LIABILITY

In the event the Contractor fails to complete any of the specified work within the timeframe required, NYSDOCCS – Correctional Facility reserves the right to have such work completed by another contractor. In any such event, the Contractor shall be liable to reimburse NYSDOCCS – Correctional Facility for all costs incurred to complete the work. NYSDOCCS – Correctional Facility further reserves the right to collect such reimbursement from any outstanding payments due to the Contractor.

DAMAGES

The Contractor shall be responsible for any and all damages (as determined by the facility) incurred by the Contractor and his/her employees as a result of the work being performed under this agreement. The Contractor shall repair or remedy any damages caused by his/her work under this agreement at no additional cost to the facility. Failure to repair or remedy any damages as determined by the facility may be cause for agreement termination.

(CONTINUED)

INSURANCE

Prior to the commencement of work, the Contractor shall submit to NYSDOCCS – Correctional Facility proofs of Liability, Workers' Compensation, and Disability Benefits coverages.

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

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Bidder

BID PRICE PAGE

Bidder shall submit a completed Bid Price Page. Each item must be complete with no lines omitted. Bidder shall not provide alternative pricing or deviate from the Bid Price Page. Alternative pricing methodologies will not be considered and may result in the rejection of the bid.

_____ agrees to provide all necessary services
(Company Name)
in accordance with the scope of work for the equipment located at Franklin Correctional Facility for the prices bid below.

Base Bid*

A. Inspection, Testing and Maintenance, and Corrective Repairs per scope of work $_____

Additional Services**

B. Hourly rate*** is _____/hour x estimated 100 hours = $_____

C. Material markup***_____percent x estimated $20,000.00 = $_____
(Ex. 10% x $2,000.00 + $2,000.00 = $2,200.00)

Grand Total Bid (A+B+C) = $_____

* The Bid amounts shall be inclusive of all costs including travel, licenses, insurance, administrative, profit and other ancillary costs regardless of the amount of time required or the number of visits made to the site.

**Additional Services include "time and materials" cost for any work not covered in the base bid scope. The time and materials portion of the bid shall be represented as an hourly rate for labor, and a percent markup over the Contractors cost for parts and materials.

***For evaluation purposes, an estimated number of hours and an estimated dollar value of materials and parts have been provided. These are estimated figures only and the Contractor will be paid only for the actual, fair and reasonable time or materials that are utilized. There is no guarantee on the number of hours or materials estimated for this bid.

Signature: _____

Printed name: _____

Title: _____

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

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

	Please Circle/Enter Answers Below
• Are prices quoted the same as or lower than those quoted other corporations, institutions and government agencies (including GSA/VA contracts) on similar products, quantities, terms and conditions? See "Best Pricing Offer" in Appendix B, *General Specifications*. If "NO", please explain on a separate sheet.	YES NO
• Do you have a contract with the General Services Administration (GSA) or Veterans Affairs (VA) for products offered? (Check all that apply.)	GSA VA NO
If yes, will you offer New York State pricing equal to or better than your GSA or VA pricing?	GSA VA NO
If yes, a copy of the GSA or VA schedule is required. Have you included a copy?	GSA VA NO
• Is this product available only on a "direct from the manufacturer basis" or can pricing be obtained from dealers or distributors? Check one: If you are a manufacturer and have checked "Other", please attach listing of authorized dealers and distributors.	Manufacturer Other YES NO
• Do you have your catalog available on the Internet?	YES NO
If yes, do you have the ability to make NYS pricing available along with your catalog on line?	YES NO
• Does bidder offer Electronic Access Ordering (EDI)?	YES NO
• Are any products offered manufactured from recycled materials?	YES NO
• If awarded a contract, will bidder accept the New York State Procurement Card for orders not to exceed $10,000	YES NO
• If bidder limits the maximum acceptable card amount to less than $10,000, please indicate the maximum amount:	YES NO
• Additional discount for purchases made with the NYS Procurement Card:	_____ %

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

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Bidder

NOTES TO BIDDERS: (Continued)

	Please Circle/Enter Answers Below
Are any products offered remanufactured (restored to its original performance standards and function)?	YES NO
Are any products offered Energy Star Compliant? (If YES to any of the above, please attach specifics.)	YES NO
• If awarded a contract, will bidder honor orders for less than the minimum order?	YES NO
If YES, will shipping costs be added in accordance with the "Minimum Order" clause? OR If YES, will bidder ship at no additional cost?	YES NO YES NO
• Person or persons to contact for expediting New York State contract orders: Name:	
Title:	_____
Telephone Number:	_____
Toll Free Telephone Number:	( ) _____
Fax Number:	( ) _____
Toll Free Fax Number:	( ) _____
Email 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:	( ) _____
Email Address:	( ) _____
	_____

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Bidder

BIDDERS PLEASE ANSWER THE FOLLOWING QUESTIONS:

1. Are you a New York State resident business? YES NO

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? YES NO

5. **PLACE OF MANUFACTURE OF PRODUCT(S) BID**: (Indicate Yes or No for either A, B or C)

   A. All NYS Manufacture YES NO

   B. All Manufactured outside NYS YES NO

   C. Manufactured in NYS and Outside NYS YES NO
      If yes to C above, Location (State) where more than half the value is added to the product(s) bid: State of _____

6. **BIDDER'S PRINCIPAL PLACE OF BUSINESS*:** State of _____

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

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Bidder

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

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

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

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

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

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

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

_____YES _____NO

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

_____
_____
_____
_____
_____

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PROCUREMENT LOBBYING CERTIFICATION

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

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

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

By: _____ Date:_____

Name: _____ Title: _____

Contractor Name: _____

Contractor Address: _____

_____

_____

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

1. Has any Government Entity made a finding of non-responsibility against this organization/company? **No** **Yes**

2. If yes, was the basis for the finding of non-responsibility due to a violation of SFL§139-j or due to the intentional provision of false or incomplete information to a Government Entity? **No** **Yes**

3. Has any Government Entity terminated or withheld a procurement contract with this organization/company due to the intentional provision of false or incomplete information? **No** **Yes**

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

Offerer Certification:

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

By: _____ Date:_____

Name: _____ Title: _____

Procurement Lobbying Termination

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

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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.

RETURN THIS PAGE AS PART OF THE BID

State Finance Law § 139-l Certification

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section 201-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**

RETURN THIS PAGE AS PART OF THE BID

Gender-Based Violence and the Workplace Certification

New York State Finance Law §139-M requires bidders on competitive state procurements to certify that they have a written policy addressing gender-based violence and the workplace and that such policy meets the following minimum requirements:

- **Share Information:** Employers must provide information regarding gender-based violence where employees can see and access it, including displaying the NYS Domestic and Sexual Violence Hotline information and a gender-based violence and the workplace poster.
- **Refer Employee-Survivors to Services:** The policy must require that the employer refer employees who disclose current or past victim status to the NYS Domestic and Sexual Violence Hotline and/or a local service provider. For bidders outside of New York State, referrals should be made to a local provider or statewide hotline. While referrals are required to be provided by the employer, it is not required for the employee to access services.
- **Prohibit Retaliation:** The policy must clearly state that discrimination or retaliation against employees who identify as victims or survivors of gender-based violence is prohibited.
- **Comply with Laws:** Ensure your policy follows State law. For employers based in New York State, this means that the policy must follow the SAFE Leave Act, New York State Human Rights Law, and any other relevant laws and regulations.
- **Offer Implementation Support:** OPDV is able to assist employers in developing and implementing this policy. Employers must provide information to supervisors and human resources, where available, about this technical assistance from OPDV. OPDV can be contacted at workplace@opdv.ny.gov.

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 gender-based violence and the workplace and has provided such policy to all of its employees, directors and board members. Such policy shall, at a minimum, meet the requirements of subdivision 11 of section five hundred seventy-five of the executive law.

Organization's signature below certifies its compliance with State Finance Law §139-M.

Organization: _____

By (signature): _____

Name (Please Print): _____

Title: _____

Date: _____

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

If the organization cannot make the above certification, they must provide an attached statement with their bid detailing the reasons therefor.

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Certification Under Executive Order No. 16 Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia

Executive Order No. 16 provides that "all Affected State Entities are directed to refrain from entering into any new contract or renewing any existing contract with an entity conducting business operations in Russia." The complete text of Executive Order No. 16 can be found here.

The Executive Order remains in effect while sanctions imposed by the federal government are in effect. Accordingly, vendors who may be excluded from award because of current business operations in Russia are nevertheless encouraged to respond to solicitations to preserve their contracting opportunities in case the sanctions are lifted during a solicitation or even after award in the case of some solicitations.

As defined in Executive Order No. 16, an "entity conducting business operations in Russia" means an institution or company, wherever located, conducting any commercial activity in Russia or transacting business with the Russian Government or with commercial entities headquartered in Russia or with their principal place of business in Russia in the form of contracting, sales, purchasing, investment, or any business partnership.

Is Vendor an entity conducting business operations in Russia, as defined above? Please answer by checking one of the following boxes:

☐ 1. No, Vendor does not conduct business operations in Russia within the meaning of Executive Order No. 16.

☐ 2. a. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but has taken steps to wind down business operations in Russia or is in the process of winding down business operations in Russia. (Please provide a detailed description of the wind down process and a schedule for completion.)

☐ 2.b. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but only to the extent necessary to provide vital health and safety services within Russia or to comply with federal law, regulations, executive orders, or directives. (Please provide a detailed description of the services being provided or the relevant laws, regulations, etc.)

☐ 3. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16.

The undersigned certifies under penalties of perjury that they are knowledgeable about the Vendor's business and operations and that the answer provided herein is true to the best of their knowledge and belief.

Vendor Name: (legal entity) _____

By: (signature) _____

Name: _____

Title: _____

Date: _____

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Vendor Assurance of No Conflict of Interest or Detrimental Effect

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

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

1. The fulfillment of obligations by the Firm, as proposed in the response, does not violate any existing contracts or agreements between the Firm and the State;

2. The fulfillment of obligations by the Firm, as proposed in the response, does not and will not create any conflict of interest, or perception thereof, with any current role or responsibility that the Firm has with regard to any existing contracts or agreements between the Firm and the State;

3. The fulfillment of the obligations by the Firm, as proposed in the response, does not and will not compromise the Firm's ability to carry out its obligations under any existing contracts between the Firm and the State;

4. The fulfillment of any other contractual obligations that the Firm has with the State will not affect or influence its ability to perform under any contract with the State resulting from this IFB;

5. During the negotiation and execution of any contract resulting from this IFB, the Firm will not knowingly take any action or make any decision which creates a potential for conflict of interest or might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another;

6. In fulfilling obligations under each of its State contracts, including any contract which results from this IFB, the Firm will act in accordance with the terms of each of its State contracts and will not knowingly take any action or make any decision which might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert recourses from one State project to another;

7. No former officer or employee of the State who is now employed by the Firm, nor any former officer or employee or the Firm who is now employed by the State, has played a role with regard to the administration of this contract procurement in a manner that may violate section 73(8)(a) of the State Ethics Law; and

8. The Firm has not and shall not offer to any employee, member or director of the State any gift, whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence said employee, member or director, or could reasonably be expected to influence said employed, member or director, in the performance of the official duty of said employee, member or director or was intended as a reward for any official action on the part of said employee, member or director.

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

Name, Title: _____

Signature: _____ Date: _____

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

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MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES – EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

MWBE AND EEO POLICY STATEMENT

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

_____

MWBE

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the MWBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

(1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to MWBE contractor associations.
(2) Request a list of State-certified MWBEs from AGENCY and solicit bids from them directly.
(3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective MWBEs.
(4) Where feasible, divide the work into smaller portions to enhanced participations by MWBEs and encourage the formation of joint venture and other partnerships among MWBE contractors to enhance their participation.
(5) Document and maintain records of bid solicitation, including those to MWBEs and the results thereof. The Contractor will also maintain records of actions that its subcontractors have taken toward meeting MWBE contract participation goals.
(6) Ensure that progress payments to MWBEs are made on a timely basis so that undue financial hardship is avoided, and that, if legally permissible, bonding and other credit requirements are waived or appropriate alternatives developed to encourage MWBE participation.

EEO

(a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.
(b)This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex disability or marital status.
(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.
(d) The Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.
(e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

Agreed to this _____ day of _____, 2025

By (signature) _____

Print: _____ Title: _____

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_____is designated as the Minority Business Enterprise Liaison
(Name of Designated Liaison)

responsible for administering the Minority- and Women-owned Business Enterprises - Equal Employment Opportunity (MWBE-EEO) program.

MWBE Contract Goals

___0____% Minority and Women's Business Enterprise Participation

___0____% Minority Business Enterprise Participation

___0____% Women's Business Enterprise Participation

Authorized Representative Signature: _____

Printed Name: _____

Title/Position: _____

Date: _____

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

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

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

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

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

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

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