

**New York State Department of
Corrections and Community Supervision**



INVITATION FOR BIDS (IFB) 2014-04

**Lodging for Training Academy Overflow -
Students and Staff**

Issue Date: March 17, 2014

Bid Due Date: April 16, 2014

Designated Contact

Deborah E. Jackson
Phone: (518) 436-7886 ext. 3150
Fax: 518-436-1519
Email: doccscontracts@doccs.ny.gov

Alternate Designated Contact

Mark Joly
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Notice to Bidders

1. Read the entire Invitation for Bid (IFB) document. Note the key issues such as event dates, mandatory requirements, and bid packaging requirements.
2. The successful Bidders must be able to provide all required rooms per this IFB. Up to five contracts may be awarded as a result of this IFB.
3. Bidders are permitted to communicate with the designated contacts **only**. Note the names and contact information for these contacts (Section 1.2).
4. Any amendments, clarifications, responses to questions, and updates to this IFB will be posted on the NYS Contract Reporter website (<https://www.nyscr.ny.gov/>) and the DOCCS/Community Supervision Web site <https://www.parole.ny.gov/RFPs.html>.
5. Bidders' bids must address all amendments, clarifications, or updates pertaining to this solicitation document.
6. Take full advantage of the Questions and Answers opportunities. All questions must be submitted in writing to the designated email address by the date and time specified in subsection 1.4, *Key Events and Dates*.
7. Bidders' bid must include a cover letter as outlined in Section 2.2.1.
8. Review the IFB document and your bid. Make sure all requirements are addressed and all submission copies are identical and complete.
9. Complete and submit with your bid and all required forms in Attachment F (and referenced throughout the IFB).
10. Package your bid as instructed in Sections 2.4 and 2.5.
11. Submit your bid so that it is received by the designated due date and time (see subsection 1.4). **DOCCS will not consider bid submissions that arrive after the time specified on the due date.**

Glossary of Terms

<u>Term</u>	<u>Definition</u>
Commissioner	Commissioner of the Department of Corrections and Community Supervision or duly authorized representative
Contactor	Successful Bidders/Vendors
DOCCS	Department of Corrections and Community Supervision
IFB	Invitation for Bids
Issuing Office	Department of Corrections and Community Supervision, Division of Support Operations/Contract Procurement Unit
Offeror/Offerer or Bidder	Any person, partnership, firm, corporation or other authorized entity submitting a bid to the State pursuant to this IFB.
Vendor	Contractor

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1. Introduction

1.1 Overview

The New York State Department of Corrections and Community Supervision, hereinafter known as the Department or DOCCS, is requesting bids for lodging accommodations within 10 miles of the Department's Training Academy located at 1134 New Scotland Road, Albany, NY 12208.

The Training Academy is the primary training facility for new recruits entering a career in New York State Corrections as well as other training courses to fulfill the needs of the Department. Accommodations are required on a regular basis when the Training Academy accommodations are at full capacity.

This Invitation for Bids (IFB) contains information and instructions to enable interested bidders to prepare and submit bids and accompanying material. To be considered responsive, the bidders are required to submit a complete submission that satisfies all requirements as stated in this IFB. The IFB outlines the Department's requirements, evaluation criteria and bidder's responsibilities. It also describes the terms and conditions that the successful Bidders will be expected to accept as part of a contract. Any exceptions or objections to terms, conditions, and requirements of this IFB must be submitted in writing and may render the bid non-responsive, see section 3.10 – Bid Exceptions. Bids that do not include all elements as stated in the IFB will not be accepted as meeting the requirements to be considered responsive.

1.2 Designated Contact

In compliance with the Procurement Lobbying Law, Deborah Jackson has been designated the primary contact for this solicitation and may be reached by email or telephone for all inquiries regarding this solicitation.

Deborah E. Jackson, Contract Management Specialist
NYS Department of Corrections and Community Supervision
Division of Support Operations / Contract Procurement Unit
550 Broadway
Menands, NY 12204
Voice: 518-436-7886 ext. 3150
Fax: 518-486-1519
Email: doccscontracts@doccs.ny.gov

In the event the designated contact is not available, Mark Joly is the Alternate designated contact:

Mark Joly, Contract Management Specialist
Voice: 518-436-7886 ext. 3130
Email: doccscontracts@doccs.ny.gov

1.3 Minimum Qualifications of Prospective Bidders

The Bidders must have maintained an organization capable of performing the services herein described, and have been in continuous operation for at least the past 3 years. If this is not proven through the submission of a Dun & Bradstreet Business Information Report, then the bidders must provide additional evidence that it meets this requirement. Bidders should provide documentation they are certified to do business in New York State.

1.3.1 Minimum Requirement for the Lodging Facilities:

- Hotel must be located within 10 miles of the DOCCS Training Academy located at 1134 New Scotland Road, Albany, NY 12208
- Keyless entry
- Rooms accessed by interior corridors
- Adequate security provided after hours within the building and parking lot
- Hotel has a minimum of 40 double occupancy rooms and 10 single occupancy rooms for DOCCS Training Academy use
- Available vending machines and ice machines
- Television & refrigerator in each room
- Microwave in each room or in a common area
- Provision for basic hotel amenities

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

1.4 Key Events and Dates

Event	Date
Invitation For Bid (IFB) Issued	March 17, 2014
Bidders Question Deadline	April 2, 2014 (close of business)
DOCCS Issues Responses to Questions	April 9, 2014
Bid Due Date & Bid Opening	April 16, 2014 2:00 PM
Estimated Contract Start Date	May 1, 2014, or upon OSC Approval – whichever occurs later

End Introduction Section

2. Bid Submission

2.1 IFB Questions and Clarifications

Please direct all questions and requests for clarification regarding this IFB to the designated contact or the alternate contact as identified in Section 1.2.

Questions and requests for clarification are only accepted via e-mail or by fax. Official answers to all questions will be posted in the form of an addendum at the following:

- DOCCS website: <https://www.parole.ny.gov/RFPs.html> and
- NYS Contract Reporter website: <https://www.nyscr.ny.gov/>

Only answers provided by addendum are considered official. Deadline for submission of questions will be as stated in Section 1.4 - Key Events. Any questions received after the due date and time in Section 1.4 - Key Events may not be addressed. It is each bidder's responsibility to visit the above website to determine if any addenda are issued regarding this solicitation prior to submitting a bid.

2.2 Bid Format and Content

In order for the State to evaluate bids fairly and completely, bidders are requested to follow the format set forth herein and should provide all of the information requested. All items identified in the following list should be addressed as concisely as possible in order for a bid to be considered complete. Failure to conform to the stated requirements may necessitate rejection of the bid.

2.2.1 Cover Letter

The cover letter should confirm that:

- the bidder understands all the terms and conditions contained in this IFB and will comply with all the provisions of this IFB;
- the bidder agrees to adhere to the Scope of Services (Section 4);
- the bidder has been in the lodging business for at least three years (attach a certificate of incorporation);
- if a contract is awarded to your company, the bidder would be prepared to begin providing accommodations following contract approval by the NYS Office of the State Comptroller (OSC);
- the full contact information of the person(s) DOCCS should contact regarding the bid;
- the name(s) of principal(s) of the company responsible for this contract, their function, title and number of years of service with company is included;
- the required documentation is signed by a bidder representative authorized to make contractual obligations; and
- the bidder is willing to keep their bid in effect for 120 days.

2.2.2 Pricing

Bidders shall submit a completed Attachment 1 – Bid Page. The number of hotel rooms used on the Bid Page is for evaluation purposes ONLY. The actual number of

hotel rooms required is based on the number of classes that are run at the Academy throughout the year. There is no guarantee of the number of rooms to be rented under any contract resulting from this IFB.

2.2.3 Required Procurement Forms

Bidders shall submit the completed documents in Attachment 2, Required Forms

Note: DOCCS reserves the right to request any additional information deemed necessary to ensure that the Bidder has the ability to fulfill the requirements of the resulting contract.

2.3 Bid Preparation

All bids must be completed in ink or machine (computer, typewriter etc.) produced. Bids submitted handwritten in pencil will be disqualified.

2.4 Packaging of IFB Response

Please **submit two (2) originals and two (2) copies of Attachment 1 – Bid Page**

Please complete and submit two (2) originals and two (2) copies of all documents found in Attachment 2 - *Required Forms*, as well as any bid addenda.

The bid documents must be **submitted to the address below** by mail, hand delivery, overnight carrier or certified mail in a package showing the following information on the outside:

- Bidder's complete name and address
- IFB Number 2014-04
- Bid Due Date and Time: (as indicated in Section 1.4 - Key Events and Dates)
- Note on front of package in large bold letters – **“BID ENCLOSED”**

Failure to complete all information on the bid envelope and/ or packages may necessitate the premature opening of the bid and may compromise confidentiality.

2.5 Instructions for Bid Submission

Only those Bidders who furnish all required information will be considered.

Submit all required bid documents including signed bid addenda if any, to the NYS Department of Corrections and Community Supervision at the following address:

BID SUBMISSION 2014-04
State of New York
Department of Corrections and Community Supervision
Division of Support Operations / Contract Procurement Unit
550 Broadway
Menands, NY 12204

DOCCS will not consider e-mailed or faxed bid submissions.

The State of New York will not be held responsible for any costs incurred by the Bidders for work performed in the preparation and production of a bid or for any work performed prior to the formal execution and approval of a contract.

Bids must be received in the Contract Procurement Unit on or before the date and time indicated in section 1.4 - Key Events and Dates.

Bidders assume all risks for timely, properly submitted deliveries. The received time of bids will be determined by the clock at the location noted above.

Bidders mailing their bid must allow sufficient mail delivery time to ensure receipt of their bid packages at the specified location and office no later than the specified date and time. Delays in United States mail deliveries or any other means of transmittal, including couriers or agents of the bidding entity, shall not excuse late bid submissions. Similar types of delays, including but not limited to, bad weather or security procedures for parking and building admittance shall not excuse late bid submissions. DOCCS cannot be responsible for the actions of your chosen carrier.

Bids must remain open and valid for 120 days from the due date, unless the time for awarding the contract is extended by mutual consent of DOCCS and the Bidder. A bid shall continue to remain an effective offer, firm and irrevocable, subsequent to such 120 day period until either tentative award of the contract(s) by Issuing Office is made or withdrawal of the bid in writing by Bidder. Tentative award of the contract(s) shall consist of written notice to that effect by the Issuing Office to the successful Bidder. This IFB remains the property of the State at all times, and all responses to this IFB, once delivered, become the property of the State.

End of Bid Submission Section

3. Administrative Information

3.1 Issuing Office

This IFB is being released by the New York State Department of Corrections and Community Supervision, Division of Support Operations / Contract Procurement Unit.

3.2 Method of Award

DOCCS intends to award up to five (5) contracts for lodging to the lowest **responsive and responsible bidders** for the estimated total five year cost calculated on Attachment 1, Bid Page. The Bid amounts shall be inclusive of all costs including travel, licenses, insurance, administrative, profit and other ancillary costs.

Any negotiated contract must conform to the laws of New York State and will be subject to approval by the Department of Law and the Office of the State Comptroller. The contract will not be considered fully executed until formal approval has been granted by the Department of Law and the Office of the State Comptroller.

3.3 Bidder's Submission Checklist

The following checklist is intended to acquaint the bidder with all items of information that are to be submitted with the bid. Failure to submit any item may result in rejection of the bid.

- Cover letter (Section 2.2.1), signed by authorized individual: two (2) originals and two (2) exact copies
- Completed Attachment 1 Bid Page: two (2) originals and two (2) exact copies
- Completed Forms Required for M/WBE Compliance (Appendix C)
 - M/WBE and EEO Policy Statement
 - EEO Staffing Plan
- Completed and/or signed Required Forms (Attachment 2):
 - Procurement Lobbying Law Form
 - MacBride Principles / Non-Collusive Bidding Certification
 - Encouraging Use of Businesses in New York State
 - Vendor Responsibility Questionnaire (if not submitted online)
 - Tax Certification (Form ST-220-CA)

3.4 Term of Contract

This contract will commence the date of OSC approval or May 1, 2014, whichever occurs later, and will be in effect for five years.

The State of New York retains the right to cancel this contract for convenience, provided that the Contractor is given at least thirty (30) days written notice of DOCCS' intent to cancel. Any cancellation by DOCCS under this section shall in no event constitute or be deemed a breach of any contract resulting from this IFB and no liability shall be incurred by or arise against DOCCS, its agents and employees therefore for lost profits or any other

damages resulting there from. 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. See Section 5.10 – Termination.

3.5 Price Adjustment (Escalation / De-escalation)

Bidders are to submit a bid that will be fixed for each year of the contract. In no case can the price bid exceed the government rate for the Albany, New York area.

3.6 Method of Payment

Contractor must provide complete and accurate billing invoices to DOCCS weekly in order to receive payment. The invoices must include supporting documentation which includes at a minimum the items listed below:

- Invoice Date
- Candidates Name
- Room #
- Check in Date
- Check out Date

It is expected the Contractor will work with the Training Academy to refine documentation requirements to support invoices.

3.7 Bid

Bids should clearly indicate requested pricing on Attachment 1 – Bid Page – and submit the completed Attachment 1 as part of the submission.

3.8 Electronic Payment

Contractor shall provide complete and accurate billing invoices in order to receive payment. Billing invoices submitted 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 electronic payments. Authorization forms are available at the State Comptrollers website at www.osc.state.ny.us/epay/index.htm, by e-mail at epayments@osc.state.ny.us, or by phone at 518-474-4032. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

3.9 Past Practice

The failure to exercise any right hereunder in the past shall not operate as a waiver of such right. No breach of this Agreement shall be deemed waived unless such waiver shall be in writing and signed by the party claimed to have waived. No waiver of any breach of the Agreement at any time in the past shall constitute a waiver of subsequent breach.

3.10 Bid Exceptions

DOCCS will consider all requests to waive any bid requirement. However, bidders should be aware that failure to obtain a waiver of any bid requirement in advance of bid submission could result in rejection of Bidder's bid and disqualification from the bidding process. Bidders wishing to obtain an exemption or waiver for any part of this solicitation must contact DOCCS in writing by the 'Questions Due Date' as identified in Section 1.4 - Key Events. The request must cite the specific section and requirement in question, and clearly identify any proposed alternative. Requests will be considered and responded to in writing, either via addendum (if the response results in a change to the IFB), or directly to the requesting bidder.

3.11 Dispute Resolution

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

3.12 Protest Procedures

A bidder wishing to challenge the selection of a firm for contract award must send a Notice of Protest on business letterhead, within 7 business days of notice of a contract being awarded, to the DOCCS designated contact in Section 1.2 of this IFB. If a request for a debriefing is received by DOCCS as set forth in Section 5.9 of this IFB, then a Notice of Protest is due within two business days after the debriefing session occurs.

The Notice of Protest must include at a minimum the following information: (a) Contract number and title, (b) the specific factual and/or legal allegations setting forth the basis on which the protesting party challenges the contract award, and (c) a contact name, address, and e-mail address to which DOCCS may address its Protest Determination.

DOCCS will review the Notice of Protest, and within 15 business days notify the protesting party of its Protest Determination. If DOCCS requires additional time, then it will notify the protesting party within the above stated 15 business days. DOCCS may summarily deny a protest that fails to contain specific factual or legal allegations.

Upon receipt of DOCCS' Protest Determination, the protesting party may file an appeal with the Office of the State Comptroller (OSC). The process for filing such an appeal is set forth at <http://www.osc.state.ny.us/agencies/guide/MyWebHelp/> in Chapter XI.17.

3.13 Examination of Contract Documents

1. Each Bidder is under an affirmative duty to inform itself by personal examination of the specifications of the proposed work and by such other means as it may select, of the character, quality and extent of the work to be performed and the conditions under which the contract is to be executed.
2. Each Bidder shall examine specifications and all other data or instruction pertaining to the work. No pleas of ignorance of conditions that may be encountered or of any other matter

concerning the work to be performed in the execution of the contract will be accepted by the state as an excuse for any failure or omission on the part of the Bidder to fulfill every detail of all the requirements of the documents governing the work. The Bidder, if awarded the contract, will not be allowed any extra compensation by reason of any matter or thing concerning which such Bidder might have fully informed itself prior to bidding.

3. Any addendum issued prior to the bid due date must be acknowledged by signature, dated and be submitted on or before the bid due date. In awarding a contract any written addenda will become a part thereof.
4. Any verbal information obtained from, or statements made by, representatives of the Commissioner of the Department of Corrections and Community Supervision shall not be construed as in any way amending contract documents. Only such corrections or addenda as are issued, in writing, shall become a part of the contract.

3.14 Inspection of Books

It is expressly understood and agreed that the Department of Corrections and Community Supervision and the New York State Comptroller shall have the right to inspect and audit the Contractor's records covered under this Agreement, in accordance with his statutory responsibility to examine the books and accounts of every Agency. The New York State Comptroller requires, and the Contractor agrees to, the retention of all material that is pertinent to an audit of the operations under any contract resulting from this IFB for a **full seven-year period from the expiration of the contact.**

End of Administrative Information Section

4. Scope of Services

4.1 Scope

Minimum Requirement for the Lodging Facilities:

- Hotel must be located within 10 miles of the DOCCS Training Academy located at 1134 New Scotland Road, Albany, NY 12208
- Keyless entry
- Rooms accessed by interior corridors
- Adequate security provided after hours within the building and parking lot
- Hotel has a minimum of 40 double occupancy rooms and 10 single occupancy rooms for DOCCS Training Academy use
- Available vending machines and ice machines
- Television & refrigerator in each room
- Microwave in each room or in a common area
- Provision for basic hotel amenities

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

Accommodations for Department of Corrections and Community Supervision staff will be required when the Training Academy facilities are at maximum capacity. No minimum rentals are guaranteed. Room will be rented expressly for the convenience of the NYS DOCCS Training Academy.

Lodging will generally commence on Sunday evening. Check out will generally be Friday morning.

All efforts will be made to notify the Hotel of the names of DOCCS Students and Staff requiring lodging by 4pm the Thursday before the upcoming week. Reservations will be made no later than 4pm on the Friday before the upcoming week. Expected changes in lodging, Student and Staff names and numbers, including cancellations, will be communicated to the Hotel as soon as reasonably possible. Reservations will only be accepted from the designated DOCCS coordinator, and only those DOCCS Students and Staff names provided will be processed for payment through the Training Academy.

Walk-in DOCCS employees will not be allowed to utilize the contract rate for DOCCS Students and Staff. Walk-ins should be charged the government rate for Albany, and their lodging should not be billed to the Training Academy nor will it be paid by the Training Academy. The contractor will be responsible to ensure rooms are provided to named employees from the designated DOCCS coordinator only. Walk-ins have been an on going problem. The contractor and the DOCCS coordinator are expected to work together to resolve this issue.

Lowest price bids will be subject to an initial on-site inspection, see Exhibit A – Lodging Contract Initial on Site Inspection Form. Contract holders will be subject to periodic unannounced inspections performed by DOCCS supervisors to ensure minimum standards

are met and upheld during the duration of the contract. A written summary of the inspection will be mailed to the contract holder. Inspection to consist of but not limited to the following:

- Fire code compliance
- Sufficient parking (2 vehicles per room)
- Adequate corridor lighting
- Operable emergency lights and exit signs
- Provisions for basic hotel amenities
- Sustained hotel maintenance
- Professional and courteous customer service
- Overall hotel cleanliness and sanitation

If there is a failed inspection after contract award, DOCCS will provide a list of the deficiencies and allow the Contractor 30 days to correct the deficiencies. DOCCS reserves the right to terminate the contract upon a failed re-inspection.

Bids will be taken for:

Double occupancy rooms (2 lodgers in one room at one price) and
Single occupancy room

The contract will be awarded for a period of five years. DOCCS anticipates the need for 40 double rooms and 10 single rooms weekly from two hotels when three training classes are in session at the same time.

The number of hotel rooms used on the Bid Page is for evaluation purposes ONLY. The actual number of hotel rooms required will be based on the number of classes that are run at the Academy throughout the year. There is no guarantee of the number of rooms to be rented under any contract resulting from this IFB.

DOCCS assumes no responsibility for expenses incurred by employees lodging at the hotel, other than the agreed upon overnight rate. All other charges are to be billed to the lodger and are solely the responsibility of the lodger.

4.2 Method of Award

DOCCS intends to award up to five (5) contracts for lodging to the lowest **responsive and responsible bidders** for the total amount calculated on Attachment 1, Bid Page. The Bid amounts shall be inclusive of all costs including travel, licenses, insurance, administrative, profit and other ancillary costs.

Any negotiated contract must conform to the laws of New York State and will be subject to approval by the Department of Law and the Office of the State Comptroller. The contract will not be considered fully executed until formal approval has been granted by the Department of Law and the Office of the State Comptroller.

The bid opening will be on the date and at the time noted in the Key Events and Dates, section 1.4 at NYS DOCCS, 550 Broadway, Menands, N.Y. 12204. All bids must be received prior to the bid opening. Any bids received after the bid opening may be rejected at the discretion of DOCCS.

DOCCS will use the vendor with the lowest bid to provide lodging first. When the vendor with the lowest bid is unable to provide a sufficient number of rooms, DOCCS will then contact the next lowest bid vendor to provide lodging, etc.

4.3 Emergency Purchasing

In the event that a disaster emergency is declared by Executive Order under Section 287 of Article 2-B of the Executive Law, or that the Commissioner determines pursuant to his / her authority under section 163(10)(b) of the State Finance Law that an emergency exists requiring the prompt and immediate delivery of products or services, the Commissioner reserves the right to obtain such products or services from any source, including but not limited to this contract, as the Commissioner in his/her sole discretion determines will meet the needs of such emergency. Contractor shall not be entitled to any claim or lost profits for products or services procured from other sources pursuant to this paragraph.

End of Scope of Services

5. Contract Clauses and Requirements

5.1 Appendix A / Order of Precedence

Appendix A — Standard Clauses for New York State Contracts, attached hereto, is hereby expressly made a part of this solicitation document as fully as if set forth at length herein.

The agreement resulting from a successful award will include the following documents. Conflicts between these documents will be resolved in the following descending order of precedence:

- Appendix- A
- Contract / Agreement
- DOCCS Invitation for Bid Number 2014-03 (This Document) including any addenda
- Selected Contractor's Bid

5.2 Procurement Lobbying Requirement

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

5.3 Sales and Compensating Use Tax Certification Requirements

Complete **Form ST-220-CA Contractor Certification**. The Contractor must file Form ST-220-CA to certify that it has filed Form ST-220-TD with the Tax Department and that the information contained on Form ST-220-TD is correct and complete as of the date that the Contractor files Form ST-220-CA. Access and complete Form ST-220-CA by using the following link: http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf Please note that Form ST-200-TD must be filed with the NYS Tax Department at the address on the front page of the form. You can access Form ST-220-TD using the following link: http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf . For *Questions and Answers Concerning Tax Law Section 5-a*, go to NYS Department of Tax and Finance at <http://www.tax.ny.gov/pdf/publications/sales/pub223.pdf> .

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

5.5 General Requirements

The Bidder agrees to:

- a) adhere to all State and Federal laws and regulations in connection with the contract; and,
- b) notify DOCCS of any changes in the legal status or principal ownership of the firm forty five (45) days in advance of said change.

The Bidder agrees that:

- c) in any contract resulting from this IFB, it shall be completely responsible for its work, including any damages or breakdowns caused by its failure to take appropriate action; and,
- d) any contract resulting from this IFB may not be assigned, transferred, conveyed or the work subcontracted without the prior written consent of the Commissioner of DOCCS.
- e) for reasons of safety and public policy, in any contract resulting from this IFB, the use of illegal drugs and/or alcoholic beverages by the Contractor or its personnel shall not be permitted while performing any phase of the work herein specified.
- f) for purposes of any contract resulting from this IFB, the State will not be liable for any expense incurred by the Contractor for any parking fees or as a consequence of any traffic infraction or parking violations attributable to employees of the Contractor.
- g) the Commissioner's interpretation of specifications shall be final and binding upon the Contractor.
- h) the Commissioner of DOCCS will make no allowance or concession to the Bidder for any alleged misunderstanding because of quantity, quality, character, location of other conditions.
- i) should it appear that there is a real or apparent discrepancy between different sections of specifications concerning the nature, quality or extent of work to be furnished, it shall be assumed that the Bidder has based its bid on the more expensive option. Final decision will rest with the Commissioner of DOCCS.

- j) for purposes of any contract resulting from this IFB, the quality of service is subject to inspection and may be made at any reasonable time by the State of New York. Should it be found that quality of services being performed is not satisfactory and that the requirements of the specifications are not being met, the Commissioner DOCCS may terminate the contract and employ another contractor to fulfill the requirements of the contract. The existing Contractor shall be liable to the State of New York for costs incurred on account thereof.
- k) the Commissioner of DOCCS reserves the right to stop the work covered by this IFB and any contract(s) resulting there from at any time that it is deemed the successful Bidder is unable or incapable of performing the work to the state's satisfaction. In the event of such stopping, DOCCS shall have the right to arrange for the completion of the work in such manner as it may deem advisable and if the cost thereof exceeds the amount of the bid, the successful Bidder shall be liable to the State of New York for any such costs on account thereof. In the event that DOCCS issues a stop work order for the work as provided herein, the Contractor shall have ten (10) working days to respond thereto before any such stop work order shall become effective.
- l) it is the Contractor's responsibility to maintain the equipment and materials provided for the work consistent with applicable safety and health codes.
- m) DOCCS reserves the right to reject and bar from the facility any employee hired by the Contractor.

5.6 Contract Terms

- a) All provisions and requirements of Appendix A, Standard Clauses for New York State Contracts, which is attached hereto and forms a part hereof, will be incorporated into any contract resulting from this IFB, and will be binding upon the parties to such contract.
- b) All provisions and requirements that are attached hereto and form a part hereof, will be incorporated into any contract resulting from this IFB, and will be binding upon the parties to such contract.
- c) It is stipulated and agreed by the parties that the law of the State of New York shall solely and in all respects govern with relation to any dispute, litigation, or interpretation arising out of or connected with any contract resulting from this IFB.
- d) Any contract resulting from this IFB shall not be deemed executed, valid or binding unless and until approved in writing by the Attorney General and the Comptroller of the State of New York.

5.7 Procurement Rights

The State of New York reserves the rights for the following:

- a) Reject any or all bids received in response to the IFB
- b) Withdraw the IFB at any time, at the agency's sole discretion
- c) Make an award under the IFB in whole or in part
- d) Disqualify any bidder whose conduct and/or bid fails to conform to the requirements of the IFB
- e) Seek clarifications and revisions of bids

- f) Use bidder's 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.
- g) Prior to the **bid opening**, amend the IFB specifications to correct errors or oversights, or to supply additional information, as it becomes available
- h) Prior to the bid opening, direct bidders to submit bid modifications addressing subsequent IFB amendments
- i) Change any of the scheduled dates
- j) Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective bidders
- k) Waive any requirements that are not material
- l) Negotiate with the successful bidder within the scope of the IFB in the best interests of the state
- m) Conduct contract negotiations with the next responsible bidder, should the agency be unsuccessful in negotiating with the selected bidder
- n) Utilize any and all ideas submitted in the bids received
- o) Unless otherwise specified in the solicitation, every offer is firm and not revocable for a period of 120 days from the bid opening; and
- p) 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 a bidder's bid and/or to determine a bidder's compliance with the requirements of the solicitation

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

5.8 Extent of Services

DOCCS reserves the right to re-negotiate at its discretion, to reduce the amount of services provided under any contract resulting from this solicitation. This reduction in services shall be effectuated by written amendment to the contract and subject to approval by the Office of the State Comptroller.

5.9 Debriefings

Bidders will be accorded fair and equal treatment with respect to their opportunity for debriefing. Prior to the final contract award, DOCCS shall, upon request, provide a debriefing which would be limited to review of the requesting bidder's bid. After the final contract award, DOCCS shall, upon request, provide a debriefing to any bidder that responded to the IFB, regarding the reason that the bid submitted by the unsuccessful bidder was not selected for a contract award. The post award debriefing should be requested by the bidder within thirty days of contract approval as posted on the OSC website (web address below).

<http://www1.osc.state.ny.us/transparency/contracts/contractsearch.cfm>

5.10 Termination

A. Agency Termination

The State of New York retains the right to cancel this contract for convenience or unavailability of funds provided that the Contractor is given at least thirty (30) days written notice of DOCCS' intent to cancel. If in the judgment of DOCCS, the Contractor fails or refuses to perform the work in accordance with the contract, DOCCS may terminate the contract immediately by written notice for cause.

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate DOCCS officials or staff, the contract may be terminated by the DOCCS Commissioner or his designee at the Contractor's expense where the Contractor is determined by the DOCCS Commissioner or his designee to be non-responsible. In such event, the DOCCS Commissioner or his designee may complete the contractual requirements in any manner he may deem advisable and pursue available legal or equitable remedies for breach.

DOCCS may, upon thirty (30) days notice, terminate the contract resulting from this IFB in the event of the awarded Bidder's failure to comply with any of the contract requirements unless the awarded Bidder obtained a waiver of the requirement.

In addition, DOCCS may also terminate any contract resulting from this IFB upon ten (10) days written notice if the Contractor makes any arrangement or assignment for the benefit of creditors.

Furthermore, DOCCS shall have the right, in its sole discretion, at any time to terminate a contract resulting from this IFB, or any unit portion thereof, with or without cause, by giving thirty (30) days written notice of termination to the Contractor.

Any cancellation by DOCCS under this section shall in no event constitute or be deemed a breach of any contract resulting from this IFB and no liability shall be incurred by or arise against DOCCS, its agents and employees therefore for lost profits or any other damages resulting there from. 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.

B. Procurement Lobbying Termination

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

5.11 NYS Vendor Responsibility Questionnaire

DOCCS conducts a review of prospective contractors ("Bidders") to provide reasonable assurances that the Bidder is responsive and responsible. A Questionnaire is used for non-construction contracts and is designed to provide information to assess the 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 the Bidder agrees to fully and accurately complete the "Questionnaire." The Bidder

acknowledges that the State's execution of the Contract will be contingent upon the State's determination that the Bidder is responsible, and that the State will be relying upon the Bidder's responses to the Questionnaire when making its responsibility determination.

DOCCS recommends each Bidder file the required Questionnaire online via the New York State VendRep System. To enroll in and use the VendRep System, please refer to the VendRep System Instructions and User Support for Vendors available at the Office of the State Comptroller's (OSC) website, http://www.osc.state.ny.us/vendrep/vendor_index.htm or to enroll, go directly to the VendRep System online at <https://portal.osc.state.ny.us>

OSC provides direct support for the VendRep System through user assistance, documents, online help, and a help desk. The OSC Help Desk contact information is located at <http://www.osc.state.ny.us/portal/contactbuss.htm>. Bidders opting to complete the paper questionnaire can access this form and associated definitions via the OSC website at: http://www.osc.state.ny.us/vendrep/forms_vendor.htm

The Contractor must remain a responsible vendor throughout the duration of the contract and, if at any time the Contractor is found to be not responsible or there is a question as to the vendor's responsibility, any activities pursuant to the contract may be suspended. Finally, the contract may be terminated following a finding of non-responsibility. The Contractor agrees, if requested by the Commissioner of DOCCS or his designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

To assist the State in determining the responsibility of the Bidder, the Bidder should complete and certify (or recertify) the Questionnaire no more than six (6) months prior to the bid due date.

A Bidder's Questionnaire cannot be viewed by DOCCS until the Bidder has certified the Questionnaire. It is recommended that all Bidders become familiar with all of the requirements of the Questionnaire in advance of the bid opening to provide sufficient time to complete the Questionnaire.

The Bidder agrees that if it is found by the State that the Bidder's responses to the Questionnaire were intentionally false or intentionally incomplete, on such finding, DOCCS may terminate the Contract. In no case shall such termination of the Contract by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination.

The DOCCS Commissioner or his designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the DOCCS Commissioner or his designee issues a written notice authorizing a resumption of performance under the Contract.

5.12 M/WBE and EEO Requirements

See Appendix C for Contractor requirements and procedures. Return a completed Staffing Plan (Form EEO 100) with your Bid. Please access the forms at www.parole.ny.gov/RFPs to complete electronically. After completing, download the forms and include with your submission. Appendix C will be included in the Contract resulting from this IFB.

5.13 Contractor Insurance Requirements

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

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

All insurance required by the Contract shall be obtained at the sole cost and expense of the Contractor; shall be maintained with insurance carriers licensed to do business in New York State and acceptable to DOCCS; shall be primary and non-contributing to any insurance or self insurance maintained by DOCCS; shall be endorsed to provide written notice be given to DOCCS, at least thirty (30) days prior to the cancellation, non-renewal, or material alteration of such policies, which notice, evidenced by return receipt of United States Certified Mail; shall be sent to:

NYS Department of Corrections and Community Supervision
Division of Support Operations – Contract Procurement Unit
550 Broadway
Menands, NY 12204

and shall name The People of the State of New York, its officers, agents, and employees as additional insured's there under (General Liability Additional Insured Endorsement shall be on Insurance Service Office's (ISO) form number **CG 20 10 11 85**). The additional insured requirement does not apply to Workers' Compensation, Disability or Professional Liability coverage.

The Contractor shall be solely responsible for the payment of all deductibles and self-insured retentions to which such policies are subject. Deductibles and self-insured retentions must be approved by DOCCS. Such approval shall not be unreasonably withheld.

The Contractor shall require that any subcontractors hired, carry insurance with the same limits and provisions provided herein.

Each insurance carrier must be rated at least "A-" Class "VII" in the most recently published Best's Insurance Report. If, during the term of the policy, a carrier's rating falls below "A-" Class "VII", the insurance must be replaced no later than the renewal date of the policy with an insurer acceptable to DOCCS and rated at least "A-" Class "VII" in the most recently published Best's Insurance Report.

The Contractor shall cause all insurance to be in full force and effect as of the commencement date of this Contract and to remain in full force and effect throughout the

term of this Contract and as further required by this Contract. The Contractor shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverage's during the period of time such coverage's are required to be in effect.

Not less than thirty (30) days prior to the expiration date or renewal date, the Contractor shall supply to DOCCS updated replacement Certificates of Insurance, and amendatory endorsements.

The Contractor, throughout the term of this Contract, or as otherwise required by this Contract, shall obtain and maintain in full force and effect, the following insurance with limits not less than those described below and as required by the terms of this Contract, or as required by law, whichever is greater (limits may be provided through a combination of primary and umbrella/excess policies):

a) Commercial General Liability Insurance with a limit of not less than \$1,000,000 each occurrence. Such liability shall be written on the ISO occurrence form CG 00 01, or a substitute form providing equivalent coverage's and shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal & advertising injury, cross liability coverage, liability assumed in a contract (including the tort liability of another assumed in a contract) and explosion, collapse & underground coverage. If such insurance contains an aggregate limit, it shall apply separately on a per job or per project basis.

b) Comprehensive Business Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any automobile including owned, leased, hired and non-owned automobiles.

c) Waiver of Subrogation. Contractor shall cause to be included in each of its policies insuring against loss, damage or destruction by fire or other insured casualty a waiver of the insurer's right of subrogation against DOCCS, or, if such waiver is unobtainable (i) an express agreement that such policy shall not be invalidated if Contractor waives or has waived before the casualty, the right of recovery against DOCCS or (ii) any other form of permission for the release of DOCCS.

5.14 Workers' Compensation and NYS Disability Insurance

a) Workers' Compensation Requirement:

Section 57 of the New York State Workers' Compensation Law (WCL) requires that State and municipal entities prior to entering into a contract must ensure that the contractor applying for that contract has appropriate New York State Workers' Compensation Insurance coverage. Therefore, as part of your Bid submission you must provide one of the following forms to meet this requirement. **Failure to submit one of these forms may result in rejection of your bid.**

- i. 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:
- ii. Form CE-200 can be filled out electronically on the New York State Workers Compensation Board's website, <http://www.wcb.ny.gov/>, under the heading "Forms." Applicants filling electronically are able to print a finished Form CE- 200 immediately, upon completion of the electronic application. Applicants without

access to a computer may obtain a paper application for the CE-200 by writing or visiting the Customer Service Center at any District Office of the Workers Compensation Board. Applicants using the manual process may wait up to four (4) weeks before receiving a CE-200.

OR

- iii. C-105.2 Certificate of Workers' Compensation Insurance (the contractor's insurance carrier provides this form) PLEASE NOTE: The New York State Insurance Fund provides its own version of this form, the U-26.3;

OR

- iv. SI-12 Certificate of Workers' Compensation Self-Insurance (To obtain this form the contractor needs to call the New York State Workers' Compensation Board, Self-Insurance Office at 518-402-0247), OR GSI-105.2 – Certificate of Participation in Workers' Compensation Group Self-Insurance (The Contractors Group Self-Insurer will provide this form).

b) Disability Benefit Insurance Requirement:

Section 220(8) of the New York State Workers' Compensation Law (WCL) requires that State and municipal entities prior to entering into a contract must ensure that the contractor applying for that contract has appropriate New York State disability benefits insurance. All bidders as part of their bid submission must submit one of the following forms in order to meet this requirement. **Failure to provide one of these forms may result in your bid being disqualified.**

- i. 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: Form CE-200 can be filled out electronically on the New York State Workers Compensation Board's website, <http://www.wcb.ny.gov/>, under the heading "Forms." Applicants filling electronically are able to print a finished Form CE-200 immediately, upon completion of the electronic application. Applicants without access to a computer may obtain a paper application for the CE-200 by writing or visiting the Customer Service Center at any District Office of the Workers Compensation Board. Applicants using the manual process may wait up to four (4) weeks before receiving a CE-200.

OR

- ii. DB-120.1 Certificate of Disability Benefits Insurance (the contractor's insurance carrier provides this form);

OR

- iii. DB-155 Certificate of Disability Benefits Self-Insurance (To obtain this form the contractor needs to call the New York State Workers Compensation Board's Self-Insurance Office at 518-402-0247).

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

5.15 Ethics Compliance

All bidders and their employees must comply with the requirements of §§73 and 74 of the Public Officers Law, other state codes, rules, regulations, and executive orders establishing ethical standards for the conduct of business with New York State. In signing the Contract, the Contractor certifies full compliance with those provisions for any present or future dealings, transactions, sales, contracts, services, offers, relations, etc. involving New York State and/or its employees. Failure to comply with those provisions may result in

disqualification from the bid process, termination of contract, and/or other civil or criminal proceedings as required by law.

5.16 Extension of Use

Any contract resulting from the solicitation may be extended to additional State Agencies upon mutual agreement between the requesting agency, DOCCS, and the contractor, and subject to applicable approvals. DOCCS reserves the right to negotiate additional discounts based on any increased volume generated by such extensions.

5.17 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. Such indemnity shall not be limited to the insurance coverage herein prescribed.

5.18 Appendices and Exhibits

The bidder's attention is directed to the appendices and exhibit documents attached here to and hereby incorporated by reference and made part hereto as fully as if it were set forth at length herein. They are part of this solicitation and will be part of the subsequent contract. The bidder is responsible for adhering to all requirements of the appendices and exhibits.

5.19 Encouraging Use of New York State Businesses In Contract Performance

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 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. Read and complete the enclosed Use of New York Businesses in the attachment and return as part of your bid.

Appendix A – Standard Clauses for New York State Contracts

**New York State Department of Corrections and
Community Supervision**

IFB 2014-04

**Lodging for Training Academy Overflow –
Students and Staff**

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this

contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of

any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this

contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00,

whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, 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 and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or 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 the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations 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, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 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 Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment

opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.

In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS.

Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded

the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at:
<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not

limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

Appendix C – M/WBE Requirements and Forms

**New York State Department of Corrections and
Community Supervision**

IFB 2014-04

**Lodging for Training Academy Overflow –
Students and Staff**

APPENDIX C

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

I. General Provisions

- A. Department of Corrections And Community Supervision (DOCCS) is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 (“M/WBE Regulations”) for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. The Contractor to the subject contract (the “Contractor” and the “Contract,” respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the New York State DOCCS, to fully comply and cooperate with DOCCS in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities (“EEO”) for minority group members and women and contracting opportunities for certified minority and women-owned business enterprises (“M/WBEs”). Contractor’s demonstration of “Good Faith Efforts” pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) or other applicable federal, state or local laws.
- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Appendix or enforcement proceedings as allowed by the Contract.

II. Contract Goals

- A. For purposes of this procurement, DOCCS hereby establishes an overall goal of no less than 0% for Minority and Women-Owned Business Enterprise (“M/WBE”) participation, 0% for Minority-Owned Business Enterprise (“MBE”) participation and 0% for Women-Owned Business Enterprise (“WBE”) participation (based on the current availability of qualified MBEs and WBEs).
- B. For purposes of providing meaningful participation by M/WBEs on the Contract and achieving the Contract Goals established in Section II-A hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address: www.esd.ny.gov/mwbe.html.

Additionally, the Contractor is encouraged to contact the Division of Minority and Woman Business Development at: (518) 292-5250; (212) 803-2414; or (716) 846-8200 to discuss additional methods of maximizing participation by M/WBEs on the Contract.

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- C. Pursuant to 5 NYCRR §142.8, Contractor must document “Good Faith Efforts” to provide meaningful participation by M/WBEs as Subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the M/WBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to DOCCS for liquidated or other appropriate damages, as set forth herein.

III. Equal Employment Opportunity (EEO)

- A. Contractor agrees to be bound by the provisions of Article 15-A and the M/WBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the “Division”). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.
- B. Contractor shall comply with the following provisions of Article 15-A:
1. Contractor and Subcontractors shall undertake or continue existing EEO 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, EEO 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.
 2. The Contractor shall submit:
 - a) Submit an EEO policy statement to DOCCS with the bid, or
 - b) If Contractor does not have an existing EEO policy statement, the Contractor shall sign and submit the DOCCS M/WBE EEO Policy Statement (See attached), or
 - c) Contractor shall certify and affirm that the test set forth in clause 12 of Appendix A, attached hereto and made a part hereof is Contractor’s equal employment opportunity policy.
 3. The Contractor’s EEO policy statement shall include the following language:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women 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.
 - b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
 - c. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment

APPENDIX C

agency, labor union, or representative will not discriminate on the basis of race, creed, color, sex, national origin, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

- d. The Contractor will include the provisions of Subsection 3, Subdivisions (a) through (c), and Paragraph "E" of this section, which provides for relevant provisions of the Human Rights Law, 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 Contract.

C. **EEO Staffing Plan** - Form EEO 100

To ensure compliance with this section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Staffing Plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

D. **EEO Workforce Quarterly Compliance Report** - Form EEO 101

Contractor agrees it is responsible for updating and providing notice to DOCCS of any changes to the previously submitted Staffing Plan. This information is to be submitted on a quarterly basis during the term of the contract to report the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted to report this information.

- E. Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. 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.

IV. **M/WBE Utilization Plan** - Form M/WBE 100

- A. Contractor certifies that it has submitted an M/WBE Utilization Plan to DOCCS and will follow such Plan for the performance of M/WBEs on the Contract pursuant to the prescribed M/WBE goals set forth in Section III-A of this Appendix.
- B. Contractor further agrees that a failure to submit and/or use such M/WBE 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-responsiveness.

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V. Reporting - Form M/WBE 101 – M/WBE Quarterly Compliance and Subcontractor Payment Report

- A. Contractor is required to submit an M/WBE Quarterly Compliance and Subcontractor Payment Report (Form M/WBE 101) to DOCCS by the 15th day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the M/WBE goals of the Contract.

VI. Waivers - Form M/WBE 102 – M/WBE Request for Waiver

- A. If the Contractor, after making “Good Faith Efforts,” is unable to comply with M/WBE goals, the Contractor may submit a Request for Waiver form (M/WBE 102) documenting “Good Faith Efforts” by the Contractor to meet such goals. If the documentation included with the waiver request is complete, DOCCS shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.
- B. If DOCCS, upon review of the M/WBE Utilization Plan and updated Quarterly M/WBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to 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 M/WBE Contract Goals.

VII. Liquidated Damages – M/WBE Participation

- A. Where DOCCS determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the M/WBE participation goals, Contractor shall be obligated to pay to DOCCS liquidated damages.
- B. Such liquidated damages shall be calculated as an amount equaling the difference between:
 - 1. All sums identified for payment to M/WBEs had the Contractor achieved the contractual M/WBE goals; and
 - 2. All sums actually paid to M/WBEs for work performed or materials supplied under the Contract.
- C. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by DOCCS, Contractor shall pay such liquidated damages to DOCCS within sixty (60) days after they are assessed by DOCCS unless prior to the expiration of such sixtieth (60th) day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of DOCCS.

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

M/WBE AND EEO POLICY STATEMENT

I, _____, the _____ (title) of _____ (Contractor) agree that _____ (Contractor) has adopted the following policies with respect to Contract Number _____.

M/WBE

Contractor will make good faith efforts to achieve the M/WBE contract participation goals set by DOCCS for that area in which the State-funded project is located, by taking the following steps:

- A. Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
- B. Request a list of State-certified M/WBEs from DOCCS and solicit bids from them directly.
- C. 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 M/WBEs.
- D. Where feasible, divide the work into smaller portions to enhance participations by M/WBEs. Encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.
- E. Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its Subcontractors have taken toward meeting M/WBE contract participation goals.
- F. Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

EEO

- A. Contractor 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. Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. 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 _____, 2_____

By: _____

Print: _____ Title: _____

_____ 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 (M/WBE-EEO) program.

M/WBE Contract Goals

No less than 20% Minority and Women-Owned Business Enterprise Participation.

_____ % Minority-Owned Business Enterprise Participation

_____ % Women-Owned Business Enterprise Participation

EEO Contract Goals

_____ % Minority Labor Force Participation

_____ % Female Labor Force Participation

(Authorized Representative)

Title: _____

Date: _____

**New York State Department of Corrections and Community
Supervision**

IFB 2014-04

**Lodging for Training Academy Overflow –
Students and Staff**

Bid Page

Minimum Requirements for the Lodging Facilities:

- Hotel must be located within 10 miles of the DOCCS Training Academy located at 1134 New Scotland, Road, NY 12208
- Keyless Entry
- Rooms accessed by interior corridors
- Adequate security provided after hours within the building and parking lot
- Hotel has a minimum of 40 double occupancy rooms and 10 single occupancy rooms
- Available vending machines and ice machines
- Television & refrigerator in each room
- Microwave in each room or in a common area
- Provision for basic hotel amenities

Year	# of Rooms	Price per Room	X 52 Weeks	Year Total
1	10 Single	\$	X 52 Weeks	\$
1	40 Double	\$	X 52 Weeks	\$
2	10 Single	\$	X 52 Weeks	\$
2	40 Double	\$	X 52 Weeks	\$
3	10 Single	\$	X 52 Weeks	\$
3	40 Double	\$	X 52 Weeks	\$
4	10 Single	\$	X 52 Weeks	\$
4	40 Double	\$	X 52 Weeks	\$
5	10 Single	\$	X 52 Weeks	\$
5	40 Double	\$	X 52 Weeks	\$
Estimated Total Five Year Cost				\$

The number of hotel rooms used on this Bid Page is for evaluation purposes only. The actual usage is based on the number of classes that are run at the Training Academy throughout the year. There is no guarantee of the number of rooms to be rented under any contract resulting from this IFB. Contractors will only be paid for actual number of rooms rented.

Attachment 2 – Required Forms and Information

New York State Department of Corrections and Community Supervision

IFB 2014-04

**Lodging for Training Academy Overflow –
Students and Staff**

The following required forms are to be **submitted with the Proposer's bid**:

- Procurement Lobbying / Prior Non-Responsibility / Procurement Lobbying Termination (form provided in this attachment)
- MacBride Principles / Non-Collusive Bidding Certification (form provided in this attachment)
- EEO 100 – Staffing Plan (link provided in this attachment)
- M/WBE and EEO Policy Statement
- Tax and Finance From ST-220-CA (link provided in this attachment)
- Encouraging Use of New York Businesses in contract performance (form provided in this attachment)
- Vendor Responsibility Questionnaire (if not completed online)

Important Links: A page is provide with links for the following froms:

- EEO 100 – Staffing Plan
- Tax and Finance Forms (ST-220-TD and ST-220-CA)
- New York State Vendor Responsibility

Additional documents required after tentative award:

- Insurance Requirements
 - General Liability
 - Comprehensive Business Automobile Liability Insurance
 - Proof of Compliance with Workers' Compensation Cover
 - Proof of Compliance with Disability Benefits Coverage

PROCUREMENT LOBBYING CERTIFICATION

By signing, the Offerer/bidder affirms that it understands and agrees to comply with the NYS Department of Corrections and Community Supervision (DOCCS) procedures relative to permissible contacts, as required by State Finance Law §§139-j and 139-k.

Procurement Lobbying information can be accessed at:

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

Offerer affirms that it understands and agrees to comply with the procedures of the DOCCS 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 DOCCS 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 Offerer/bidder in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, DOCCS may exercise its termination right by providing written notice to the Offerer/bidder in accordance with the written notification terms of the contract.

Bidder is required to sign both portions of this form.

MacBride Fair Employment Principles

NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND:
MACBRIDE FAIR EMPLOYMENT PRINCIPLES

In accordance with Chapter 807 of the Laws of 1992 the bidder, by submission of this bid, certifies that it or any individual or legal entity in which the bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the bidder, either: (answer yes or no to one or both of the following, as applicable:

1. Have business operations in Northern Ireland,

Yes No

If yes:

2. Shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of their compliance with such Principles.

Yes No

(Contractor's Signature)

(Name of Business)

Non-Collusive Bidding 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 to the best of his knowledge and belief:

1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(Contractor's Signature)

(Name of Business)

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).

Important Links

Link to **EEO 100 Staffing Plan, MWBE 100-G Utilization Plan and MWBE 102 – Request for Waiver:**

<https://www.parole.ny.gov/rfps.html>

Link to NYS Department of Taxation and Finance Sales Tax forms **ST-220-TD** and **ST-220-CA**

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

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

Link to the online **Vendor Responsibility Questionnaire** (Non-Construction, For Profit):

http://www.osc.state.ny.us./vendrep/forms_vendor.htm

or to enroll, go directly to the **VendRep System online** at:

http://www.osc.state.ny.us/vendrep/info_vrsystem_vendor.htm

If your company is not currently registered with the New York State Vendor File administered by the Office of the State Comptroller (OSC), please visit:

http://www.osc.state.ny.us/vendor_management/

for instructions on how to register.

DOCCS recommends completing the questionnaire online using the New York State VendRep System.

Contractor Insurance Requirements

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

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

All insurance required by the Contract shall be obtained at the sole cost and expense of the Contractor; shall be maintained with insurance carriers licensed to do business in New York State and acceptable to DOCCS; shall be primary and non-contributing to any insurance or self insurance maintained by DOCCS; shall be endorsed to provide written notice be given to DOCCS, at least thirty (30) days prior to the cancellation, non-renewal, or material alteration of such policies, which notice, evidenced by return receipt of United States Certified Mail; shall be sent to NYS Department of Corrections and Community Supervision, Division of Support Operations – Contract Procurement Unit, 550 Broadway, Menands, NY 12204 and shall name The People of the State of New York, its officers, agents, and employees as additional insured's there under (General Liability Additional Insured Endorsement shall be on Insurance Service Office's (ISO) form number **CG 20 10 11 85**). The additional insured requirement does not apply to Workers Compensation, Disability or Professional Liability coverage.

The Contractor shall be solely responsible for the payment of all deductibles and self-insured retentions to which such policies are subject. Deductibles and self-insured retentions must be approved by DOCCS. Such approval shall not be unreasonably withheld.

The Contractor shall require that any subcontractors hired, carry insurance with the same limits and provisions provided herein.

Each insurance carrier must be rated at least "A-" Class "VII" in the most recently published Best's Insurance Report. If, during the term of the policy, a carrier's rating falls below "A-" Class "VII", the insurance must be replaced no later than the renewal date of the policy with an insurer acceptable to DOCCS and rated at least "A-" Class "VII" in the most recently published Best's Insurance Report.

The Contractor shall cause all insurance to be in full force and effect as of the commencement date of this Contract and to remain in full force and effect throughout the term of this Contract and as further required by this Contract. The Contractor shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages during the period of time such coverages are required to be in effect.

Not less than thirty (30) days prior to the expiration date or renewal date, the Contractor shall supply to DOCCS updated replacement Certificates of Insurance, and amendatory endorsements.

The Contractor, throughout the term of this Contract, or as otherwise required by this Contract, shall obtain and maintain in full force and effect, the following insurance with limits not less than those described below and as required by the terms of this Contract, or as required by law, whichever is greater (limits may be provided through a combination of primary and umbrella/excess policies):

- a) **Commercial General Liability Insurance** with a limit of not less than **\$1,000,000** each occurrence. Such liability shall be written on the ISO occurrence form CG 00 01, or a substitute form providing equivalent coverages and shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal & advertising injury, cross liability coverage, liability assumed in a contract (including the tort liability of another assumed in a contract) and explosion, collapse & underground coverage.

1. If such insurance contains an aggregate limit, it shall apply separately on a per job or per project basis.
- b) **Comprehensive Business Automobile Liability Insurance** with a limit of not less than **\$1,000,000** each accident. Such insurance shall cover liability arising out of any automobile including owned, leased, hired and non-owned automobiles.
- c) If the work involves abatement, removal, repair, replacement, enclosure, encapsulation and/or disposal of any petroleum, petroleum product, hazardous material or substance, the Contractor shall maintain in full force and effect throughout the term hereof, pollution legal liability insurance with limits of not less than \$1,000,000, providing coverage for bodily injury and property damage, including loss of use of damaged property or of property that has not been physically injured. Such policy shall provide coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants, including any loss, cost or expense incurred as a result of any cleanup of pollutants or in the investigation, settlement or defense of any claim, suit, or proceedings against DOCCS arising from Contractors work.
 1. If coverage is written on a claims-made policy, the Contractor warrants that any applicable retroactive date precedes the effective date of this Contract; and that continuous coverage will be maintained, or an extended discovery period exercised, for a period of not less than two years from the time work under this Contract is completed.
 2. If the Contract includes disposal of materials from the job site, the Contractor must furnish to DOCCS, evidence of pollution legal liability insurance in the amount of \$1,000,000 maintained by the disposal site operator for losses arising from the disposal site accepting waste under this Contract.
 - i) If autos are used for transporting hazardous materials, the Contractor shall provide pollution liability broadened coverage for covered autos (endorsement CA 99 48) as well as proof of MCS 90.
- d) If providing **professional services**, the Contractor shall maintain, or if subcontracting professional services, shall certify that Subcontractor maintain, errors and omissions liability insurance with a limit of not less than **\$1,000,000 per loss**.
 1. Such insurance shall apply to professional errors, acts, or omissions arising out of the scope of services covered by this Contract and, if the project involves abatement, removal, repair, replacement, enclosure, encapsulation and/or disposal of any hazardous material or substance, it may not exclude bodily injury, property damage, pollution or asbestos related claims, testing, monitoring, measuring, or laboratory analyses.
 2. If coverage is written on a claims-made policy, the Contractor warrants that any applicable retroactive date precedes the effective date of this Contract; and that continuous coverage will be maintained, or an extended discovery period exercised, for a period of not less than two years from the time work under this Contract is completed.
- e) **Waiver of Subrogation**. Contractor shall cause to be included in each of its policies insuring against loss, damage or destruction by fire or other insured casualty a waiver of the insurer's right of subrogation against DOCCS, or, if such waiver is unobtainable (i) an express agreement that such policy shall not be invalidated if Contractor waives or has waived before the casualty, the right of recovery against DOCCS or (ii) any other form of permission for the release of DOCCS.
- f) **WORKERS' COMPENSATION / DISABILITY INSURANCE:**

Workers' Compensation, Employer's Liability, and Disability Benefits meeting all New York State statutory requirements are required. If coverage is obtained from an insurance company through an insurance policy, the policy shall provide coverage for all states of operation that apply to the performance of the contract. In addition, if employees will be working on, near or over navigable waters, coverage provided under the US Longshore and Harbor Workers' Compensation Act must be included. Also, if the contract is for temporary services, or involves renting equipment with operators, the Alternate Employer Endorsement, WC 00 03 01A, must be included on the policy naming the People of the State of New York as the alternate employer.

PROOF of COMPLIANCE WITH WORKERS' COMPENSATION COVERAGE REQUIREMENTS:

ACORD forms are **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, contractors shall:

- A) Be legally exempt from obtaining workers' compensation insurance coverage;
or
- B) Obtain such coverage from insurance carriers;
or
- C) Be a Board-approved self-insured employer or participate in an authorized self-insurance plan.

Contractors seeking to enter into contracts with the State of New York **shall provide one of the following forms to DOCCS** 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.state.ny.us);

or

- 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 Department of Corrections and Community Supervision;
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 the New York State Department of Corrections and Community Supervision;

or

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

or

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

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, contractors shall:

- A) Be legally exempt from obtaining disability benefits coverage;
or
- B) Obtain such coverage from insurance carriers;
or
- C) Be a Board-approved self-insured employer.

Contractors seeking to enter into contracts with the State of New York **shall provide one of the following forms to the DOCCS** 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.state.ny.us);
or
- 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 Department of Corrections and Community Supervision ;
or
- C) **Form DB-155**, *Certificate of Disability Benefits Self-Insurance*. The Contractor must call the Board's Self-Insurance Office at 518-402-0247 to obtain this form.

All forms must name the Department of Corrections and Community Supervision – Division of Support Operations / Contract Procurement Unit, 550 Broadway, Menands, NY 12204, as the Entity Requesting Proof of Coverage (Entity being listed as the Certificate Holder).

Contractor acknowledges that failure to obtain and/or keep in effect any or all required insurance on behalf of DOCCS constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to DOCCS. Contractor's failure to obtain and/or keep in effect any or all required insurance shall also provide the basis for DOCCS' immediate termination of any contract resulting from this IFB, subject only to a five (5) business day cure period. Any termination by DOCCS under this section shall in no event constitute or be deemed a breach of any contract resulting from this solicitation and no liability shall be incurred by or arise against the Department of Corrections and Community Supervision, its agents and employees therefore for lost profits or any other damages.

Exhibit A – Lodging Contract On Site Inspection Form

**New York State Department of Corrections and
Community Supervision**

IFB 2014-04

**Lodging for Training Academy Overflow –
Students and Staff**

Lodging Contract Initial On Site Inspection

Hotel Name:
 Hotel Address:
 Hotel Representative:
 Date of Inspection:

	Compliance (check mark)	Comments
Fire Code Compliance		
Annual Fire Inspection		City of Albany Documentation
Station Alarms in corridors		
Posted evacuation routes:		
-in rooms		
-in corridors		
Hand held fire extinguishers		
Stairwell access (not locked)		
Annually inspected elevators		
-with emergency key		
-fire dept. recall		
Adequate Corridor lighting		
Operable Emergency Lights and Exit Signs		
Annual DOH Inspection		Documentation needed
Overall Hotel Cleanliness and Sanitation		
-laundry		
-maid service		Who oversees? (name)
-room		
Sustained Hotel Maintenance		
-grounds, parking lot		
-plumbing		
-water pressure		
Sufficient Parking		2 vehicles per double room
-lighting in parking lot		
Provisions for basic hotel amenities		Flat iron, hair dryer, vending machines, coffee maker
Professional and courteous customer service		