



Corrections and Community Supervision

INVITATION FOR BIDS (IFB) #2018-08

Temporary Personnel: Registered Nursing Services at Correctional Facilities Regions 2, 6 & 9

<u>Issue Date:</u>	June 11, 2018
<u>Bidder Questions Due:</u>	June 26, 2018
<u>Bid Due Date & Time:</u>	July 9, 2018 at 3:00pm
<u>Contract Period:</u>	September 1, 2018 to October 24, 2022

IMPORTANT: SEE NOTICE TO BIDDERS CLAUSES HEREIN

E-Mail or Facsimile Bid Submissions are NOT Acceptable

Designated Contact

Name: Dawn Curley
Phone: (518) 436-7886 ext. 2619
Email: Dawn.Curley@doccs.ny.gov

Alternate Designated Contact

Name: David Gambacorta
Phone: (518) 436-7886 ext. 3110
Email: david.gambacorta@doccs.ny.gov

Contract Procurement Unit, 550 Broadway, Albany, NY 12204 | www.doccs.ny.gov

BID SIGNATURE PAGE

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

Procurement Lobbying information may be accessed at:
<http://www.ogs.ny.gov/aboutogs/regulations/defaultAdvisoryCouncil.html>

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

CHECKLIST FOR IFB #2018-08

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

SUBMISSION DOCUMENTS PACKAGE (SIGNATURES REQUIRED)

- This Checklist (page 4)
- One electronic copy of all documents in PDF format on an electronic medium (i.e. USB flash driver, CD, etc.) (page 5)
- Completed Bid Signature Page (pages 2-3)
 - Bidder's Federal Tax Identification Number
 - NYS Vendor Identification Number
 - Bidder's Signature
 - Individual, Corporation, Partnership, or LLC Acknowledgement (*must be notarized*)
- Vendor Responsibility Questionnaire – Check one of the following:
 - Paper Submission
 - OR**
 - Electronic Filing - Certified Date: _____
(*Must be certified within the last 6 months*)
- Qualification of Bidder (page 18)
- Certificate of Insurance*
- Proof of Compliance with Workers' Compensation Coverage Requirements*
- Proof of Compliance with Disability Benefits Coverage Requirements*
- Bid Price Page(s) (page 25-27)
- Notes to Bidders and Questions (pages 28-30)
- M/WBE Forms (see Appendix B)*
Forms available at: <http://www.doccs.ny.gov/RFPs/rfps.html>

Attachment 1 – Required Forms and Information

- Completed Procurement Lobbying Certification
- Consultant Disclosure Form A*
- Vendor Assurance of No Conflict of Interest or Detrimental Effect
- EO 177 Certification
- Form ST-220-CA

***Note:** If the above items marked (*) are not submitted with bid, a tentative awardee shall provide this documentation upon notification from DOCCS)

Signature: _____

Date: _____

Print Name: _____

Name of Company: _____

RETURN THIS PAGE AS PART OF THE BID

GENERAL INFORMATION

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

NOTICE TO BIDDERS:

The Department of Corrections and Community Supervision (DOCCS) – Division of Support Operations will receive bids pursuant to the provisions of Article XI of the State Finance Law or the provisions of the State Printing and Public Documents Law. The following procedures shall be used for bid submittals:

1. BID PREPARATION

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

2. BID SUBMISSION

When submitting your bid, please submit complete original bid package, including all bidder questions and required certifications. You are not required to return Appendix A to this office. You may keep all those pages for your own reference. In addition to the original hard copy bid submission, please include one electronic copy of all documents in PDF format on an electronic medium (i.e. USB flash driver, CD, etc.).

3. BID DELIVERY

Bidders assume all risks for timely, properly submitted deliveries. Bidders are strongly encouraged to arrange for delivery of bids to Department of Corrections and Community Supervision (DOCCS) – Division of Support Operations **prior to** the date of the bid opening. **LATE BIDS may be rejected. E-mail bid submissions are not acceptable and will not be considered.**

- **Bid envelopes**

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

**State of New York
Department of Corrections and Community Supervision
Attn: Dawn Curley
Contract Procurement Unit
550 Broadway
Albany, NY 12204**

- **FAX transmittals**

Facsimile transmittals are NOT acceptable for this solicitation.

- **Hand deliveries**

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

4. IMPORTANT BUILDING ACCESS PROCEDURES

Bidders attending bid openings must pre-register for building access by contacting Dawn Curley at (518) 436-7886 ext. 2619 or by email to dawn.curley@doccs.ny.gov at least 24 hours prior to bid opening. To access the building, all visitors must check in by presenting valid photo identification. Vendors who intend to deliver bids should allow extra time to comply with these procedures. Building Access procedures may change or be modified at any time.

GENERAL INFORMATION

OVERVIEW:

This Invitation For Bid (IFB) is issued by the New York State Department of Corrections and Community Supervision (DOCCS). DOCCS is responsible to provide medical services for inmates within correctional facilities 24 hours a day, 7 days a week. The service contract(s) awarded as a result of this IFB will be **standby contracts** for Registered Nurses at DOCCS Correctional Facilities located in **Regions 2, 6, and Region 9** of New York State. A map of New York State showing the regions is located in Attachment 1. The standby contracts will only be utilized when the awarded vendors for Regions 2, 6 and 9 on the New York State Office of General Services (OGS) Statewide Administrative Services Contract, Group 73003 / Award 23057 cannot supply Registered Nurses to a correctional facility as required.

Any vendor awarded on the OGS statewide contract for Registered Nurses (Lot 8) in Region 2, 6, or 9 is prohibited from submitting a response to this IFB for their respective region. Correctional facilities in Regions 2, 6 and 9 will utilize the resultant standby contracts only after contacting all currently awarded contractors in Regions 2, 6 and 9 and it has been determined they cannot fill the required positions on a monthly basis.

JOB DESCRIPTION, QUALIFICATIONS AND REQUIREMENTS:

The following description and qualifications contain the minimum job requirements for a registered nurse. The Contractor shall be responsible for ensuring that each candidate possesses all the required licenses and certifications associated with the job title. The Contractor shall also be responsible for compliance with all applicable Federal or State laws (e.g. HIPAA compliance for medical professions). DOCCS correctional facilities reserve the right to request candidates with additional qualifications.

Registered Nurse: Diagnose and treat a patient's health problems. Perform health assessments to identify new symptoms of possibly undiagnosed conditions or complications. Administer medication. Manage and deliver restorative or palliative care to the ill, disabled and dying. Teach and counsel patients about maintenance of health and prevention of illness or complications. Contribute as a member of an interdisciplinary health care team and as a consultant on health-related committees to plan and implement the health care needs of inmates. Execute medical regimens as prescribed by licensed physicians, dentists, nurse practitioners, physician assistants, and podiatrists, and dentists. Registered nurses must be licensed and have a minimum of one year work experience post licensure.

INQUIRIES / ISSUING OFFICE:

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

PRIMARY CONTACT

Name: Dawn Curley
Phone No.: (518) 436-7886 x2619
E-Mail: Dawn.Curley@doccs.ny.gov

SECONDARY CONTACT

Name: David Gambacorta
Phone No.: (518) 436-7886 x3110
E-Mail: David.Gambacorta@doccs.ny.gov

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

All questions should be submitted in writing no later than June 26, 2018 citing the particular bid section and paragraph number. The prospective bidder should notify the DESIGNATED CONTACT of any term, condition, etc., that precludes the vendor from submitting a compliant, responsive bid. Bidders are cautioned to read this document thoroughly to become familiar with all aspects of the bid. Prospective Bidders should note that all clarifications and exceptions including those relating to the terms and conditions of the contract are to be resolved prior to the submission of a bid. Bidders entering into a contract with the State are expected to comply with **all** the terms and conditions contained herein. Answers to all questions of a substantive nature will be given to all Prospective Bidders in the form of a formal addendum which will become part of the ensuing contract.

GENERAL INFORMATION

PROCUREMENT LOBBYING ACT:

SUMMARY OF POLICY AND PROHIBITIONS ON PROCUREMENT LOBBYING

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

<http://ogs.ny.gov/Aboutogs/regulations/defaultAdvisoryCouncil.html>.

PROCUREMENT LOBBYING TERMINATION:

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

NON-COLLUSIVE BIDDING CERTIFICATION:

(Reference: State Finance Law Section 139-d and Appendix A, Clause 7)

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

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

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

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

In the event that the bidder is unable to certify as stated above, the bidder shall provide a signed statement which sets forth in detail the reasons why the bidder is unable to furnish the certificate as required in accordance with State Finance Law Section 139-d(1)(b).

DISPUTE RESOLUTION POLICY:

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

GENERAL INFORMATION

TAX LAW § 5-A:

TAX LAW § 5-A Amended April 26, 2006 (Appendix 2):

Tax Law § 5-a, as amended on April 26, 2006, requires certain contractors who are awarded state contracts for commodities and/or services valued at more than \$100,000 (over the full term of the contract, excluding renewals) to certify to the Department of Taxation and Finance (DTF) they are registered to collect New York State (NYS) and local sales and compensating use taxes. The law applies to contracts where the total amount of the contractor's sales delivered into NYS exceed \$300,000 for the four quarterly periods immediately preceding the quarterly period when the certification is made; and with respect to any affiliates and subcontractors whose sales delivered into NYS also exceed \$300,000 in the same manner as noted above for the contractor.

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

There are two (2) Contractor certification forms, with instructions, required for this bid. **Form ST-220-TD is to be submitted directly to DTF. Submission to DTF is a one-time occurrence. If you have already submitted this form to DTF for other bidding opportunities, you do not need to submit the form attached to this bid. If, however, any certification information changes, a new ST-220-TD must be filed with DTF. Form ST-220-CA must be completed and submitted with this bid. This form certifies to the procuring agency that the contractor has filed ST-220-TD with DTF in compliance with the law. See Attachment 1 for forms.**

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

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

TERMINATION FOR VIOLATION OF Revised Tax Law 5a:

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

MERCURY-ADDED CONSUMER PRODUCTS:

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

GENERAL INFORMATION

DEBRIEFING:

Bidders will be accorded fair and equal treatment with respect to their opportunity for debriefing. Disclosure of the content of competing bids other than statistical tabulations of bids received in response to an IFB, is prohibited prior to contract award. Prior to contract award, DOCCS shall, upon request, provide a debriefing which would be limited to review of that bidder's proposal or bid. After contract award, DOCCS shall, upon request, provide a debriefing to any bidder that responded to the IFB, regarding the reason that the proposal or 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 award.

APPENDIX A:

Appendix A, Standard Clauses For New York State Contracts, dated January 2014, located in Attachment 1, is hereby expressly made a part of this Bid Document as fully as if set forth at length herein. **Please retain this document for future reference.**

APPENDIX B:

Appendix B, Contractors Requirements and Procedures for Equal Employment and Participation Opportunities for Minority Group Members and New York State Certified MWBE, located in Attachment 1 expressly made a part of this Bid Document as fully as if set forth at length herein and shall govern any situations not covered by this Bid Document or Appendix A. **Please retain this document for future reference.**

CONFLICT OF TERMS AND CONDITIONS:

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

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

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

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

Business Participation Opportunities for MWBEs

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

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

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

GENERAL INFORMATION

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

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

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

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

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

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

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

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

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

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

GENERAL INFORMATION

Equal Employment Opportunity Requirements

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

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

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

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

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

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

USE OF SERVICE-DISABLED VETERAN-OWNED BUSINESS ENTERPRISES IN CONTRACT PERFORMANCE

Article 17-B of the Executive Law enacted in 2014 acknowledges that Service-Disabled Veteran-Owned Businesses (SDVOBs) strongly contribute to the economies of the State and the nation. As defenders of our nation and in recognition of their economic activity in doing business in New York State, bidders/proposers for this contract for commodities, services or technology are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles. SDVOBs can be readily identified on the directory of certified businesses at http://ogs.ny.gov/Core/docs/CertifiedNYS_SDVOB.pdf.

For purposes of this procurement, the DOCCS hereby establishes an overall goal of **zero (0) percent** for SDVOB participation based on the current availability of qualified SDVOBs. 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 of the State Finance Law and the Executive Law to use responsible and responsive SDVOBs in purchasing and utilizing commodities, services and technology that are of equal quality and functionality to those that may be obtained from non-SDVOBs. Furthermore, bidders/proposers are reminded that they must continue to utilize small, minority and women-owned businesses consistent with current State law.

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

GENERAL INFORMATION

Public procurements can drive and improve the State's economic engine through promotion of the use of SDVOBs by its contractors. The State, therefore, expects bidders/proposers to provide maximum assistance to SDVOBs in their contract performance. The potential participation by all kinds of SDVOBs will deliver great value to the State and its taxpayers.

EXECUTIVE ORDER NUMBER 177

Bidders must review Executive Order 177 prior to submitting bids. You may access the executive order on the Governor's website:

<https://www.governor.ny.gov/sites/governor.ny.gov/files/atoms/files/EO177.pdf>

Bidders shall complete the EO177 Certification form located in Attachment 1 as evidence of compliance with the foregoing and submit with bid.

FREEDOM OF INFORMATION LAW / TRADE SECRETS

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

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

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

NEW YORK STATE VENDOR FILE REGISTRATION

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

If the Bidder is not currently registered in the Vendor File and is recommended for award, DOCCS shall request completion of OSC Substitute W-9 Form. A fillable form with instructions can be found at the link below. In addition, if authorized resellers are to be used, an OSC Substitute W-9 form should be completed by each of the designated authorized resellers and submitted to the Office of General Services Business Services Center. The Office of General Services Business Services Center will initiate the vendor registration process for all Bidders recommended for Contract Award and their authorized resellers. Once the process is initiated, registrants will receive an email from OSC that includes the unique ten-digit vendor identification number assigned to the company and instructions on how to enroll in the online Vendor Self-Service application. For more information on the vendor file please visit the following website:

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

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

NYS VENDOR RESPONSIBILITY QUESTIONNAIRE

DOCCS conducts a review of prospective contractors ("Bidders") to provide reasonable assurances that the Bidder is responsive and responsible. A Questionnaire is used for non-construction contracts and is designed to provide information to assess a Bidder's responsibility to conduct business in New York based upon financial and organizational capacity, legal authority, business integrity, and past performance history.

GENERAL INFORMATION

By submitting a bid, Bidder agrees to fully and accurately complete the “Questionnaire.” The Bidder acknowledges that the State’s execution of the Contract will be contingent upon the State’s determination that the Bidder is responsible, and that the State will be relying upon the Bidder’s responses to the Questionnaire when making its responsibility determination.

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

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

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

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

The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of DOCCS or his designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

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

CONFLICT OF INTEREST:

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

GENERAL INFORMATION

Bidder must disclose whether it, or any of its members, shareholders of 5% or more, parents, affiliates, or subsidiaries, have been the subject of any investigation or disciplinary action by the New York State Commission on Public Integrity or its predecessor State entities (collectively, "Commission"), and if so, a brief description must be included indicating how any matter before the Commission was resolved or whether it remains unresolved.

Additionally, a bidder will be required to submit the ***Vendor Assurance of No Conflict of Interest or Detrimental Effect*** form located in Attachment 1 as evidence of compliance with the foregoing.

PUBLIC OFFICERS LAW:

Contractors, consultants, vendors, and subcontractors may hire former State Agency or Authority employees. However, as a general rule and in accordance with New York Public Officers Law, former employees of the State Agency or Authority may neither appear nor practice before the State Agency or Authority, nor receive compensation for services rendered on a matter before the State Agency or Authority, for a period of two years following their separation from State Agency or Authority service. In addition, former State Agency or Authority employees are subject to a "lifetime bar" from appearing before the State Agency or Authority or receiving compensation for services regarding any transaction in which they personally participated or which was under their active consideration during their tenure with the State Agency or Authority.

ETHICS REQUIREMENTS:

The Contractor and its Subcontractors shall not engage any person who is, or has been at any time, in the employ of the State to perform services in violation of the provisions of the New York Public Officers Law, other laws applicable to the service of State employees, and the rules, regulations, opinions, guidelines or policies promulgated or issued by the New York State Joint Commission on Public Ethics, or its predecessors (collectively, the "Ethics Requirements"). The Contractor certifies that all of its employees and those of its Subcontractors who are former employees of the State and who are assigned to perform services under this Contract shall be assigned in accordance with all Ethics Requirements. During the Term, no person who is employed by the Contractor or its Subcontractors and who is disqualified from providing services under this Contract pursuant to any Ethics Requirements may share in any net revenues of the Contractor or its Subcontractors derived from this Contract. The Contractor shall identify and provide the State with notice of those employees of the Contractor and its Subcontractors who are former employees of the State that will be assigned to perform services under this Contract, and make sure that such employees comply with all applicable laws and prohibitions. The State may request that the Contractor provide it with whatever information the State deems appropriate about each such person's engagement, work cooperatively with the State to solicit advice from the New York State Joint Commission on Public Ethics, and, if deemed appropriate by the State, instruct any such person to seek the opinion of the New York State Joint Commission on Public Ethics. The State shall have the right to withdraw or withhold approval of any Subcontractor if utilizing such Subcontractor for any work performed hereunder would be in conflict with any of the Ethics Requirements. The State shall have the right to terminate this Contract at any time if any work performed hereunder is in conflict with any of the Ethics Requirements.

SUBCONTRACTING:

The Contractor agrees not to subcontract any of its services, unless as indicated in its bid, without the prior written approval of the DOCCS. Approval shall not be unreasonably withheld upon receipt of written request to subcontract.

The Contractor may arrange for a portion/s of its responsibilities to be subcontracted to qualified, responsible subcontractors, subject to approval of the DOCCS. If the Contractor determines to subcontract a portion of the services, the subcontractors must be clearly identified and the nature and extent of its involvement in and/or proposed performance must be fully explained by the Contractor to the DOCCS. As part of this explanation, the subcontractor must submit to the DOCCS a completed *Vendor Assurance of No Conflict of Interest or Detrimental Effect* form, as required by the Contractor prior to execution of a contract.

The Contractor retains ultimate responsibility for all services performed under a contract.

GENERAL INFORMATION

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

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

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

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

PRICE:

Contractor's bid price shall include all costs of providing Employees, including but not necessarily limited to: all administrative requirements; background checks; all other additional costs such as necessary financial reports; all reporting or other requirements, all overhead costs and profit. It shall also include all transportation, travel, parking fees, and any other ancillary fees and costs including permits, licenses, insurance, etc.; and services not explicitly stated in these specifications, but necessarily attendant thereto. Note: Prices must be rounded to the nearest cent.

OVERTIME:

The hourly rates for Registered Nurses will be considered straight time costs for work accomplished during 40 hours in a single week regardless of time of day, day of the week or holidays. The rates paid for overtime shall be 1.5 times the pay rate, with the appropriate overtime markup.

Example: Pay Rate = \$40.00, Overtime Markup % = 35%

\$40.00 (Pay Rate) x 1.5 (time and a half for overtime) = \$60.00 (Overtime Pay Rate)
x 35% (Overtime Markup %) = \$21.00
Then \$21.00 (Overtime Markup) + \$60.00 (Overtime Pay Rate) = \$81.00 (Overtime Bill Rate)

METHOD OF AWARD:

DOCCS intends to award standby contracts to no more than **(5)** responsive and responsible bidders with the lowest grand total for each region. Correctional facilities will use the selected bidders' contracts based on cost. The bidder with the lowest grand total price will be awarded the standby contract for the primary source in the region, and the other selected bidders in that region will be ranked by grand total price (lowest to highest). If the primary standby Contractor cannot supply the qualified registered nurses requested, the correctional facility will submit the request to the Contractor with the next lowest total quoted price (and so forth).

GENERAL INFORMATION

EQUAL LOW BIDS (TIE BIDS):

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

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

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

MINOR DEVIATIONS (s)/MINOR TECHNICALITY:

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

“OR EQUAL”:

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

DELIVERY:

Delivery shall be expressed in number of calendar days required to make delivery after receipt of a purchase order.

Product is required as soon as possible and guaranteed delivery may be considered in making award. Delivery shall be made in accordance with instructions on Purchase Order from each agency. If there is a discrepancy between the purchase order and what is listed on the contract, it is the contractor’s obligation to seek clarification from the ordering agency.

PURCHASE ORDERS:

All orders will be placed via purchase order by correctional facilities located in Region 2, 6, and 9. Purchase orders are effective and binding upon the CONTRACTOR when placed in the mail and addressed to the CONTRACTOR at the address shown herein. Services are required as soon as soon as requested. If there is a discrepancy between the purchase order and what is listed on the contract, it is the contractor’s obligation to seek clarification from the ordering facility.

CONTRACT PAYMENTS:

Contractor shall provide complete and accurate billing invoices to the Agency in order to receive payment. Billing invoices submitted to the Agency must contain all information and supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner’s sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller’s procedures to authorize electric payments. Authorization forms are available at the State Comptroller’s website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us, or by telephone at (518) 474-4032. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the State Comptroller’s electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

GENERAL INFORMATION

BILLING:

Invoices should be sent to the ordering correctional facility, attention: Accounts Payable. Payment will be based on an invoice used in the supplier's normal course of business. Invoices must contain the Contract No., description of materials, quantity, unit and price per unit as well as Federal Identification Number and New York State Vendor ID.

INTEREST:

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

ESTIMATED/SPECIFIC QUANTITIES:

The quantities or dollar values listed are estimated only.

CONTRACT PERIOD AND RENEWALS:

It is the intention of the State to enter into a contract for the period of September 1, 2018 to October 24, 2022 as stated on the Invitation for Bids except that the commencement and termination dates appearing on the Invitation for Bids may be adjusted forward unilaterally by the State for any resulting contract for up to two calendar months, by indicating such change on the Contract Award Notification.

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

REJECTION:

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

PRICE ADJUSTMENT:

Price shall remain firm for the first year. Thirty days prior to each anniversary date of the award, the Contractor may request a rate change (increase or decrease) based upon fluctuations in the latest published copy of the Consumer Price Index for all urban consumers as published by the U S. Department of Labor, Bureau of Labor Statistics, Washington, D.C. 20212. (**Specifically—Northeast Urban, Not Seasonally Adjusted, Services, Series ID: CUUR0100SAS**). The index is also available through the Internet at the US Bureau of Labor Statistics web site at www.bls.gov.

If during the time the Price Adjustment is requested, and the above series ID is discontinued or not available, the State reserves the right to implement another applicable index.

Price adjustments using the CPI involve changing the base payment by the percent change in the level of the CPI between the reference period and a subsequent time period. This is calculated by first determining the index point change between the two periods and then the percent change. The price adjustment shall be calculated as follows. Take the CPI for the 3rd month prior to the month of the start date of the awarded contract and subtract this figure from the CPI value for the 3rd month prior to the anniversary date of the awarded contract. (e.g.: If contract begins in June, use the March CPI) That sum is then divided by the CPI value for the original 3rd month prior to start date and this result is then multiplied by 100 to equal the percent change which is the price adjustment value. This percentage of increase or decrease shall be applied to the next contract year, effective on the anniversary date of the contract.

The following example illustrates the computation of percent change:

Example (fictitious):

CPI for current period	136.0
Less CPI for previous period	129.9
Equals index point change	6.1
Divided by previous period CPI	129.9
Equals	0.047
Result multiplied by 100	0.047 x 100
Equals percent change	4.7

GENERAL INFORMATION

The Contractor has the sole responsibility to submit invoices at the adjusted rate on the applicable anniversary date and shall provide a copy of the index and other supporting documentation necessary to support the increase or decrease to the Correctional Facility, as appropriate. Should the Contractor fail to submit adjusted invoices and/or supporting documentation within three (3) months after the applicable anniversary date, the Contractor shall be deemed to have waived its right to any increase in price for that year, but the State shall not be barred from making the appropriate adjustment in the case of a decrease determined in accordance with the above methodology.

CANCELLATION FOR CAUSE AND CONVENIENCE:

This agreement may be terminated by mutual agreement upon thirty (30) days written notice. Also, DOCCS may terminate the agreement immediately for cause, upon written notice, if the contractor fails to comply with the terms and conditions of this agreement and/or with any laws, rules, regulations, policies or procedures of the State of New York affecting this agreement.

The State of New York retains the right to cancel this contract, in whole or in part without reason provided that the Contractor is given at least thirty (30) days notice of its intent to cancel. This provision should not be understood as waiving the State's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision. Any such cancellation shall have no effect on existing Agency agreements, which are subject to the same 30-day discretionary cancellation or cancellation for cause by the respective user Agencies.

QUALIFICATION OF BIDDER:

Bidder shall meet the following additional qualifications:

- 1) A Bidder shall provide evidence that it has maintained an organization capable of performing the work hereinafter described, in continuous operation for at least one (1) complete year.** If this is not proven through the submission of a Dun & Bradstreet Business Information Report, then Bidder must provide additional evidence that it meets this requirement;
- 2) A Bidder shall provide a statement regarding the specific size of the temporary workforce currently available for Registered Nurses in Region 2, 6, and/or 9.**

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

CERTIFICATES OF INSURANCE:

Contractors must have the necessary insurance to comply with New York State requirements. **A copy of all insurance certificates shall be submitted by the successful bidder(s) upon notification of tentative award.**

Prior to providing any service to the State of New York, the Contractor must provide another copy of the insurance certificates naming the State of New York and New York State Department of Corrections and Community Supervision as "additional named insured" in its liability policy. **See Attachment 1 for Contractor Insurance Requirements.**

REFERENCES:

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

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

GENERAL INFORMATION

FINANCIAL STABILITY:

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

CONSULTANT DISCLOSURE REPORTING REQUIREMENTS:

Pursuant to New York State Finance Law, Section 163(4)(g), state agencies must require all contractors, including subcontractors, that provide consulting services for State purposes pursuant to a contract to submit an annual employment report for each such contract, such report to include for each employment category within the contract: the number of employees employed to provide services under the contract, the number of hours they work, and the total compensation under the contract for those employees. Consulting services are defined as analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services. Upon notification of award for this IFB, the selected Contractor must complete Form A, *State Consultant Services*. The completed Form A should include information for all employees that will be providing services under the contract resulting from this IFB.

The Contractor must submit Form B, *State Consultant Services Contractor’s Annual Employment Report*, to report annual employment information required by the statute. This form captures historical information, detailing actual employment data for the most recently concluded State fiscal year (April 1 – March 31).

Submit Form B to DOCCS Budget & Finance Unit, the Consultant Reporting Section of the Bureau of Contracts at OSC, and the Department of Civil Service (DCS) at the addresses provided below.

Submit the completed Form B annually by May 15 for each State fiscal year (or portion thereof) the contract is in effect, as follows (*See Attachment 1 for Instructions and Forms.*)

- DOCCS: NYS Department of Corrections and Community Supervision
Contract Procurement Unit
550 Broadway, Menands, NY 12204

- OSC: Attn: Consultant Reporting Sections of the Bureau of Contracts
NYS Office of the State Comptroller
110 State Street, Floor 11, Albany, NY 12236

- DCS: NYS Department of Civil Service
Alfred E. Smith Office Building, Albany, NY 12239

GENERAL INFORMATION

GENERAL REQUIREMENTS:

The Bidder agrees:

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

PROCUREMENT RIGHTS:

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

1. Reject any and all bids received in response to this Solicitation.
2. Disqualify a Bidder from receiving the award if the Bidder, or anyone in the Bidder's employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.
3. Correct Bidders' mathematical errors and waive or modify other minor irregularities in bids received, after prior notification to the Bidder.
4. Adjust any Bidder's expected costs of the bid price based on a determination of the evaluation committee that the selection of the said Bidder will cause the State to incur additional costs.
5. Utilize any and all ideas submitted in the bids received.
6. Negotiate with Bidders responding to this Solicitation within the Solicitation requirements to serve the best interests of the State.

GENERAL INFORMATION

7. Begin contract negotiations with another bidding Contractor(s) to serve the best interests of the State should DOCCS be unsuccessful negotiating a contract with the selected Contractor within 21 days of selection notification.
8. Waive any non-material requirement not met by all Bidders.
9. Not make an award from this Solicitation.
10. Make an award under this Solicitation in whole or in part.
11. Make multiple contract awards pursuant to the Solicitation.
12. Have any service completed via separate competitive bid or other means, as determined to be in the best interest of the State.
13. Seek clarifications of bids.
14. If two or more offers are found to be substantially equivalent, the Commissioner of DOCCS, at his sole discretion, will determine award.

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.

SERVICE REQUIREMENTS

The Contractor shall meet the requirements for Registered Nurses as outlined in the job description, qualifications, and requirements clause located on page 6 in this IFB.

1. **QUALITY OF SERVICES**

The Correctional Facility shall have the right to interview a Candidate to determine his/her qualifications. The qualifications must reflect the position of Registered Nurse. The Correctional Facility reserves the right to reject the Candidate if the Correctional Facility determines that the Candidate is not qualified. The Correctional Facility has the right to request a replacement Candidate if the original selected Candidate is deficient in the performance of an assignment. Contractor shall warrant that the services acquired under the Contract will be provided in a professional manner in accordance with industry standards, and that all candidates will have the required licenses, certifications, or permits necessary or required by law to perform the requested services.

2. **DISQUALIFIED RESOURCES**

Any Employee that a Correctional Facility deems unfit to perform a position at the time of suggestion or any time in the future shall be recorded by notifying the Contractor in writing, and may result in that Employee being disqualified from performing future services for the Correctional Facility under this Contract.

3. **LATE ARRIVAL**

A Correctional Facility shall not pay for any scheduled time for the period the Employee was late. In addition, repeated lateness by multiple Employees from a single Contractor may be considered an example of poor service and may result in a cancellation of contract.

4. **MAINTENANCE OF A MASTER FILE**

The Contractor shall maintain a Master File for each Candidate and keep it in electronic format (i.e., electronic or scanned documents). The Contractor shall provide a Candidate's Master File to the Correctional Facility when suggesting a Candidate for a role.

5. **BACKGROUND CHECKS**

The Contractor shall provide appropriate background checks for each Candidate prior to the start of their employment. Background check requirements are detailed in "Attachment 1 - Background Check Requirements." The Contractor shall pre-screen and qualify Candidates as defined in the respective job titles for all positions requested. Candidate must have the ability to reside and be legally authorized to work in the United States.

6. **REPLACEMENT CANDIDATES**

The Contractor must recommend a replacement Candidate within two (2) workdays of request from a Correctional Facility. The Correctional Facility may review Contractor's selection process and/or Candidate resumes. If a Contractor cannot provide a replacement Candidate within the time periods specified then the Correctional Facility will consider the request unfulfilled and make a request for a Candidate from the next successive Contractor.

A background check must be provided as per "Attachment 1 – Background Check Requirements" on the replacement Candidate before they begin working.

If the Candidate's Master File contains educational background verification and social security number verification, then these items may be omitted from the initial background check at the discretion of the Correctional Facility if the Correctional Facility does not need this information. If the Master File contains employment verification from previous engagements with the State, then employment verification is only required to be updated going back to the previous verification included in the Master File.

7. **REDUCE WORK**

The Correctional Facility has the right to reduce the length of the work assignment and the Contractor shall be provided as much notice as is reasonably possible. A minimum of 24 hours' notice will be given, except when reduction is due to a force majeure event, or if Employee presents a risk to the safety and well-being of his/herself or others. Contractors shall not assess any fees or penalties for reductions in work assignments.

SERVICE REQUIREMENTS (Continued)

8. RATES AND MARKUPS

The Contractor shall provide to the Correctional Facility, upon request, personnel at the awarded bid price. The Contractor shall refer to the clause “Job Descriptions, Qualifications and Requirements” for a brief description of skills.

The hourly rates for Registered Nurses will be considered straight time costs for work accomplished during 40 hours in a single week for a Correctional Facility regardless of time of day, day of the week or holidays. Any work performed at times other than above is considered to be overtime and would be allowed only when approved by the Correctional Facility. The rates paid for overtime shall be 1.5 times the resource pay rate, with the appropriate markup.

Note: The overtime work assumes the Employee has worked a 40-hour week. Should the regular work shift of the Employee be other than normal hours, then the overtime rate is not paid until 40 hours is exceeded by an individual Employee for a Correctional Facility. If an Employee is performing work for more than one Correctional Facility, the Contractor shall inform each of the Correctional Facilities of the Employee’s schedule and actual hours worked so that all parties are aware of when the Employee will reach 40 hours worked and at what point overtime rates would begin. The Correctional Facility is responsible for overtime rates when an Employee has performed 40 hours of work for said Correctional Facility and the Correctional Facility requests the Employee work additional hours. A Correctional Facility shall not pay overtime rates if an Employee has performed less than 40 hours of work for the Correctional Facility, but more than 40 hours among several Correctional Facilities.

9. NEW YORK STATE DESIGNATED HOLIDAYS

The following are New York State designated holidays:

New Year’s Day	Labor Day
Martin Luther King, Jr. Day	Columbus Day
Lincoln’s Birthday	Election Day
Washington’s Birthday	Veteran’s Day
Memorial Day	Thanksgiving
Independence Day	Christmas

10. NEW YORK STATE AND DOCCS POLICIES

The Contractor agrees to comply with all applicable New York State and DOCCS policies, procedures, regulations and directives throughout the term of the contract. Any individual Employee hired by the Contractor to work in the facilities and approved by DOCCS, by virtue of accepting his/her assignment, must abide by all the policies, rules and regulations of the Department. Specifically, each individual Employee is to be made aware of and agree to comply with the following Department Directives, as currently written, or as revised.

- #2216 – Fingerprinting/Criminal History Inquiry - New Employees and Contractors
- #2810 – Information Security Policy
- #4027A – Sexual Abuse Prevention & Intervention – Inmate-on-Inmate
- #4028A – Sexual Abuse Prevention & Intervention – Staff-on-Inmate
- #4936 - Search of DOCCS Employees

Note: Directives are not included in this IFB but will be made available to the approved Contractors. These Directives will have no bearing on bid price. Furthermore, each Employee shall participate in an Orientation Program at the facility in accordance with Training Manual 7.150 “Orientation Program for Per Diem and Non-Departmental Employees”.

SERVICE REQUIREMENTS (Continued)

11. DOCCS POLICIES IMPLEMENTING THE PRISON RAPE ELIMINATION ACT (PREA)

In keeping with the Prison Rape Elimination Act (PREA), DOCCS has zero tolerance for sexual abuse or sexual harassment. DOCCS recognizes that inmates and parolees have the right to be free from sexual abuse and sexual harassment.

Orientation and periodic training: Contractor shall require each Employee to participate in general PREA training (“Sexual Abuse Prevention and Response Introduction/Refresher”) as well as specialized PREA training for medical professionals (“Inmate Sexual Assault Post Exposure Protocol/PREA”) prior to providing services under the Contract.

Such training shall be conducted at the correctional facility and each Employee shall sign acknowledgement forms that they have completed and understand the training that has been provided. Periodic training, including review of annual written refresher information (DOCCS Training Bulletin #7) and refresher training at least every two years, is also mandatory.

The training will address Employees responsibilities under the Department's sexual abuse and sexual harassment prevention, detection, and response policies and procedures pursuant to PREA. This includes zero-tolerance for sexual abuse and sexual harassment; Employees duties to report allegations of sexual abuse, harassment or retaliation; the right of inmates to be free from sexual abuse and harassment; how to avoid inappropriate relationships with inmates; how to communicate effectively and professionally with inmates including lesbian, gay, bisexual, transgender, intersex, and gender nonconforming inmates; and other requirements.

Employees will read the most updated version of the Policy on the Prevention of Sexual Abuse of Inmates and Training Bulletin 7 “PREA: Sexual Abuse Prevention and Response”. All Employees must acknowledge receipt in writing that they will be held accountable for and act in accordance with the policy and the law.

Prohibition of Sexual Misconduct: Employees are prohibited from having any sexual contact or engaging in any sexual conduct with an inmate. In accordance with Penal Law section 130.05, it is a crime for any Employee to engage in sexual conduct or sexual contact with an inmate. For purposes of Penal Law section 130.05, an Employee also includes any person providing direct services to inmates in a State correctional facility pursuant to a contractual arrangement with the Department or, in the case of a volunteer, a written agreement with the Department. Any Employee who engages in sexual abuse shall be prohibited from contact with inmates and shall be reported to law enforcement agencies, unless the activity was clearly not criminal, and to relevant licensing bodies. DOCCS shall take appropriate remedial measures, and shall consider whether to prohibit further contact with inmates, in the case of any other violation of agency sexual abuse or sexual harassment policies by an Employee.

12. ON-SITE WORK

Services performed on-site by Contractor's Employee shall be rendered in accordance with these additional requirements as determined by the Correctional Facility:

- a) Employee Sign-In: Contractor's Employee shall sign in and out in accordance with the Correctional Facility's security procedures and guidelines. Failure to sign in or out, whether intentional or not, may be understood to mean that service was not performed;
- b) A review of all facility use rules for the subject location; and
- c) An introduction for each respective Agency organization, chain of command, etc., and
- d) Any other additional security or other requirements set forth by the Correctional Facility.

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

Bidder

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BID PRICE PAGE – Registered Nurses

REGION 2

(Note: same as Region 2 of the OGS Administrative Services Contract)

Counties with NYS Correctional Facilities: Auburn and Cayuga

Pay Rate (Hourly)	% Markup	% Markup in words (e.g., "fifteen percent")	Bill Rate (Pay Rate plus % Markup)	Estimated Annual Hours*	Total (Bill Rate x Est. Annual Hours)
\$			\$	4,160	\$ _____ (1)

% Overtime Markup**	% Overtime Markup in words (e.g., "fifteen percent")	Overtime Bill Rate	Estimated Annual Hours	Total (Overtime Bill Rate x Est. Annual Hours)
		\$	208	\$ _____ (2)

Grand Total (1+2) = \$ _____

*Based on 2 annual full-time positions

**See example of Overtime calculation on page 15 of this IFB

Contractor's bid price shall include all costs of providing Employees, including but not necessarily limited to: all administrative requirements; background checks; all other additional costs such as necessary financial reports; all reporting or other requirements, all overhead costs and profit. It shall also include all transportation, travel, parking fees, and any other ancillary fees and costs including permits, licenses, insurance, etc.; and services not explicitly stated in these specifications, but necessarily attendant thereto. Prices must be rounded to the nearest cent.

IMPORTANT NOTE: These positions will be located in NYS Correctional facilities working with the inmate population, bidders are cautioned to bid accordingly.

Signature: _____

Printed name: _____

Title: _____

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

Bidder

⇒ ⇒ ⇒ ⇒ ⇒ ⇒

BID PRICE PAGE – Registered Nurses

REGION 6

(Note: same as Region 6 of the OGS Administrative Services Contract)

Counties with NYS Correctional Facilities: Mohawk, Mid-State, Marcy and Hale Creek

Pay Rate (Hourly)	% Markup	% Markup in words (e.g., "fifteen percent")	Bill Rate (Pay Rate plus % Markup)	Estimated Annual Hours*	Total (Bill Rate x Est. Annual Hours)
\$			\$	60,320	\$ _____ (1)

% Overtime Markup**	% Overtime Markup in words (e.g., "fifteen percent")	Overtime Bill Rate	Estimated Annual Hours	Total (Overtime Bill Rate x Est. Annual Hours)
		\$	3,016	\$ _____ (2)

Grand Total (1+2) = \$ _____

*Based on 29 annual full-time positions

**See example of Overtime calculation on page 15 of this IFB

Contractor's bid price shall include all costs of providing Employees, including but not necessarily limited to: all administrative requirements; background checks; all other additional costs such as necessary financial reports; all reporting or other requirements, all overhead costs and profit. It shall also include all transportation, travel, parking fees, and any other ancillary fees and costs including permits, licenses, insurance, etc.; and services not explicitly stated in these specifications, but necessarily attendant thereto. Prices must be rounded to the nearest cent.

IMPORTANT NOTE: These positions will be located in NYS Correctional facilities working with the inmate population, bidders are cautioned to bid accordingly.

Signature: _____

Printed name: _____

Title: _____

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

Bidder

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BID PRICE PAGE – Registered Nurses

REGION 9

(Note: same as Region 9 of the OGS Administrative Services Contract)

Counties with NYS Correctional Facilities: Monterey, Elmira and Southport

Pay Rate (Hourly)	% Markup	% Markup in words (e.g., "fifteen percent")	Bill Rate (Pay Rate plus % Markup)	Estimated Annual Hours*	Total (Bill Rate x Est. Annual Hours)
\$			\$	12,480	\$ _____ (1)

% Overtime Markup**	% Overtime Markup in words (e.g., "fifteen percent")	Overtime Bill Rate	Estimated Annual Hours	Total (Overtime Bill Rate x Est. Annual Hours)
		\$	624	\$ _____ (2)

Grand Total (1+2) = \$ _____

*Based on 6 annual full-time positions

**See example of Overtime calculation on page 15 of this IFB

Contractor's bid price shall include all costs of providing Employees, including but not necessarily limited to: all administrative requirements; background checks; all other additional costs such as necessary financial reports; all reporting or other requirements, all overhead costs and profit. It shall also include all transportation, travel, parking fees, and any other ancillary fees and costs including permits, licenses, insurance, etc.; and services not explicitly stated in these specifications, but necessarily attendant thereto. Prices must be rounded to the nearest cent.

IMPORTANT NOTE: These positions will be located in NYS Correctional facilities working with the inmate population, bidders are cautioned to bid accordingly.

Signature: _____

Printed name: _____

Title: _____

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

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Bidder

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

Please Enter Answers Below

- Person or persons to contact for expediting
New York State contract orders:

Name:

Title:

Telephone Number:

() _____

Fax Number:

() _____

E-Mail Address:

- Person or persons to contact in the event of an emergency
occurring after business hours or on weekend/holidays:

State Normal Business Hours (Specify M-F, Sat, Sun):

Name:

Title:

Telephone Number:

() _____

Fax Number:

() _____

Cellular Telephone Number:

() _____

E-Mail Address:

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

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Bidder

BIDDERS PLEASE ANSWER THE FOLLOWING
QUESTIONS:

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

YES NO

YES NO

State of _____

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

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

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Bidder

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

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

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

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

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

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

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

_____ YES _____ NO

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

