

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

**INVITATION FOR BIDS (IFB) # 13-02**

**For**

**Preventive Maintenance and Repair  
of Print Shop Equipment**

**At**

**Correctional Facility Vocational Print Shops:**

**Otisville Correctional Facility (Otisville, NY)  
Shawangunk Correctional Facility (Wallkill, NY)  
Woodbourne Correctional Facility (Woodbourne, NY)  
Great Meadow Correctional Facility (Comstock, NY)  
Greene Correctional Facility (Coxsackie, NY)  
Mid-State Correctional Facility (Marcy, NY)  
Clinton Correctional Facility (Dannemora, NY)  
Riverview Correctional Facility (Ogdensburg, NY)  
Watertown Correctional Facility (Watertown, NY)**

**Issue Date: 05/02/2013**

**Bid Due Date: 06/13/2013**

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**APPENDIX A**

**STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS**

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

**TABLE OF CONTENTS**

	<b>Page</b>
1. Executory Clause	3
2. Non-Assignment Clause	3
3. Comptroller's Approval	3
4. Workers' Compensation Benefits	3
5. Non-Discrimination Requirements	3
6. Wage and Hours Provisions	3
7. Non-Collusive Bidding Certification	4
8. International Boycott Prohibition	4
9. Set-Off Rights	4
10. Records	4
11. Identifying Information and Privacy Notification	4
12. Equal Employment Opportunities For Minorities and Women	4-5
13. Conflicting Terms	5
14. Governing Law	5
15. Late Payment	5
16. No Arbitration	5
17. Service of Process	5
18. Prohibition on Purchase of Tropical Hardwoods	5-6
19. MacBride Fair Employment Principles	6
20. Omnibus Procurement Act of 1992	6
21. Reciprocity and Sanctions Provisions	6
22. Compliance with New York State Information Security Breach and Notification Act	6
23. Compliance with Consultant Disclosure Law	6
24. Procurement Lobbying	7
25. Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates and Subcontractors	7

## 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, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital 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](mailto: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](mailto:mwbecertification@esd.ny.gov)  
<http://esd.ny.gov/MWBE/directorySearch.html>

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.

## Table of Contents

<b>1. INTRODUCTION .....</b>	<b>4</b>
1.1 Overview .....	4
1.2 Designated Contact .....	4
1.3 Qualifications of Prospective Bidders .....	5
1.4 Pre-Bid Site Visits .....	5
1.5 Key Events.....	6
<b>2. BID SUBMISSION.....</b>	<b>7</b>
2.1 IFB Questions and Clarifications .....	7
2.2 Bid Format and Content.....	7
2.2.1 Cover Letter .....	7
2.2.2 Pricing .....	7
2.2.3 Required Forms .....	7
2.3 Bid Preparation .....	8
2.4 Packaging of IFB Response .....	8
2.5 Instructions for Bid Submission .....	8
<b>3. ADMINISTRATIVE INFORMATION .....</b>	<b>10</b>
3.1 Issuing Office .....	10
3.2 Method of Award.....	10
3.3 Price.....	10
3.4 Term of Contract.....	10
3.5 Price Adjustment (Escalation / De-escalation) .....	10
3.6 Method of Payment.....	11
3.7 Electronic Payment.....	11
3.8 Past Practice.....	11
3.9 Bid Exceptions .....	12
3.10 Dispute Resolution.....	12
3.11 Protest Procedures .....	12
3.12 Examination of Contract Documents .....	12
3.13 Inspection of Books .....	13
3.14 Glossary of Terms .....	13
3.15 Rules of Construction .....	13
<b>4. SCOPE OF WORK.....</b>	<b>14</b>
4.1 Preventive Maintenance .....	14
4.2 Repair Service .....	14
4.3 Service Reports .....	14
4.4 Parts.....	14
4.5 Working Hours .....	15
4.6 Equipment Changes .....	15
4.7 General Requirements For Entering a Correctional Facility.....	15

<b>5. CONTRACT CLAUSES AND REQUIREMENTS .....</b>	<b>16</b>
5.1 Appendix A / Order of Precedence .....	16
5.2 Procurement Lobbying Requirement.....	16
5.3 Contractor Insurance Requirements.....	16
5.4 Tax and Finance Clause .....	19
5.5 M/WBE and EEO Requirements.....	20
5.6 Freedom of Information Law / Trade Secrets .....	21
5.7 General Requirements.....	21
5.8 Contract Terms .....	22
5.9 Subcontractors.....	22
5.10 Procurement Rights .....	23
5.11 Extent of Services .....	23
5.12 Debriefings.....	23
5.13 Termination.....	24
5.13.1 Termination .....	24
5.13.2 Procurement Lobbying Termination .....	24
5.14 NYS Vendor Responsibility Questionnaire .....	24
5.15 Ethics Compliance .....	25
5.16 Extension of Use.....	25
5.17 Indemnification.....	25
5.18 Iran Divestment Act .....	25
5.19 Diesel Emission Reduction Act of 2006.....	26

## **Appendices**

Appendix A – Standard Clauses for New York State Contracts

Appendix C – M/WBE Information

## **Attachments**

Attachment 1 – Bid Proposal Forms

Attachment 2 – Preventive Maintenance Worksheets

Attachment 3 – Required Procurement Forms

## **Exhibits**

Exhibit 1 – Print Shop Information

# 1. Introduction

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## 1.1 Overview

The New York State Department of Corrections and Community Supervision, herein after DOCCS or The Department, is responsible for the confinement and habilitation of approximately 54,700 individuals under custody held at multiple state facilities and 36,500 parolees supervised throughout seven regional offices.

The Department offers an extensive array of programs and services for offenders to re-direct their lives and become productive, law-abiding members of society. One such vocational educational program is the Vocational Printing program. The Printing program is an extensive program teaching a variety of skills ranging from desktop publishing, graphic design, computer to plate, offset lithography (offset press work) and finishing and binding of printed materials. To facilitate vocational training of offenders for the Printing Course, DOCCS maintains 14 Vocational Printing Shops at various correctional facilities throughout New York State.

The intent of this solicitation is to establish contracts from September 1, 2013 through October 31, 2017 (see Section 3.4) with qualified vendors to provide preventive maintenance and, if needed, repair service and parts replacement for the printing equipment outlined in this document. These services will be performed in 9 Vocational Printing Shops grouped in 5 geographic hubs located within the confines of New York State Correctional Facilities. Potential bidders will have an opportunity to visit each print shop to examine the equipment prior to submitting a bid to ensure all equipment is operating properly and proper maintenance has been provided to date.

DOCCS is seeking qualified vendors to provide personnel, materials, tools and equipment as required to perform preventive maintenance to the manufacturer's specifications for each piece of equipment in order to maintain the equipment in good working order at the following New York State Correctional Facilities:

<u>Sullivan Hub</u>	<u>Great Meadow Hub</u>	<u>Oneida Hub</u>	<u>Clinton Hub</u>	<u>Watertown Hub</u>
Shawangunk Otisville Woodbourne	Great Meadow Greene	Mid-State	Clinton	Riverview Watertown

**Bidders may submit bids for one lot, multiple lots or all lots. However, Bidders must bid all facilities in each lot bid.**

## 1.2 Designated Contact

In compliance with the Procurement Lobbying Law, Mark Joly, NYS Department of Corrections and Community Supervision has been designated the PRIMARY contact for this solicitation and may be reached by email or voice for all inquiries regarding this solicitation.

Mark Joly, CMS2  
 NYS Department of Corrections and Community Supervision  
 Division of Support Operations / Contract Procurement Unit  
 550 Broadway  
 Menands, NY 12204  
 Voice: 518-436-7886 ext. 3130  
 Fax: 518-486-1519  
 Email: [doccscontracts@doccs.ny.gov](mailto:doccscontracts@doccs.ny.gov)

In the event the designated contact is not available, the ALTERNATE designated contact is:

Velma Berry, CMS2  
 Voice: 518-436-7886 ext. 3115  
 Email: [doccscontracts@doccs.ny.gov](mailto:doccscontracts@doccs.ny.gov)

### 1.3 Qualifications of Prospective Bidders

Bidder must maintain a business establishment with adequate trained service personnel and must be capable of performing the services described in this agreement. DOCCS may require a certificate from the bidder showing the number of years the bidder has been actively providing repair services and the ability to procure parts needed for repairs.

Any entity submitting a bid hereby guarantees that it has service technicians qualified to perform service on ALL print shop equipment included in the Lot(s) for which the bidder may submit a bid. The service technicians must be employees of the company submitting the bid or work for the company under a sub-contracting agreement. In the case of the latter, a copy of the sub-contracting agreement must be attached to the applicable bid sheet with specific details regarding any equipment covered under the sub-contract agreement.

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

### 1.4 Pre-Bid Site Visits

Potential bidders are **encouraged** to conduct a pre-bid site visit to the print shops in the correctional facilities for which they may submit a bid. Site visits **must** be pre-arranged by contacting the individuals designated for each facility in Exhibit 1, and must be conducted between May 20th and May 29th, 2013. Alternate dates for additional site inspections may not be available.

Any costs incurred to visit any correctional facility are the responsibility of the potential bidder.

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

**EACH BIDDER IS ENCOURAGED TO PERSONALLY VISIT THE SITES TO EXAMINE THE FACILITIES, EXAMINE ANY RELATED DOCUMENTS AND SITE CONDITIONS, DETERMINE THE CONDITION OF THE EQUIPMENT, AND TO ASSESS THE OVERALL SCOPE OF WORK PRIOR TO SUBMITTING THEIR BID. SITE VISITS ARE RECOMMENDED. BIDDERS ARE REQUESTED TO CONTACT THE VOCATIONAL SUPERVISOR AT APPROPRIATE NUMBER LISTED IN EXHIBIT 1 PREFERABLY 5 DAYS PRIOR TO THE SITE VISIT TO REGISTER.**

Bidders attending a pre-bid site visits are not required to submit a bid.

The site visit will provide an opportunity for Bidders to see first-hand the existing equipment, the tasks to be performed and the special needs of the facility. Questions during the site visit will be permitted, however verbal answers are **not** official answers. All questions asked at the site visit must be submitted via email to the designated contact for this solicitation no later than the date and time indicated in Section 1.5 Key Events. Official answers to all questions will be posted in the form of an addendum at the following websites: <https://www.parole.ny.gov/rfps.html> and <http://www.nyscr.org/Public/Index.aspx> . Only answers provided by addendum are considered official.

## 1.5 Key Events

Action	Date
Invitation For Bid (IFB) Issued	May 2, 2013
Pre-Bid Site Visits (by appointment)	May 20 thru 29, 2013
Bidders Question Deadline	June 3, 2013 (close of business)
DOCCS Issues a Response to Questions (Estimated)	June 6, 2013
Bid Due Date to DOCCS	June 13, 2013 3:00 PM
Bid Opening	June 14, 2013 10:00 AM
Contract Start Date	September 1, 2013 or upon OSC Approval – whichever occurs latest

**END OF SECTION 1 - INTRODUCTION**

## 2. Bid Submission

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### 2.1 IFB Questions and Clarifications

Questions and requests for clarification regarding this IFB shall only be directed to:

Mark Joly, CMS2  
 NYS Department of Corrections and Community Supervision  
 Division of Support Operations / Contract Procurement Unit  
 550 Broadway  
 Menands, NY 12204  
 Voice: 518-436-7886 ext. 3130  
 Fax: 518-436-1519  
 Email: [doccscontracts@doccs.ny.gov](mailto:doccscontracts@doccs.ny.gov)

Questions and requests for clarification are only accepted via e-mail or in writing. Official answers to all questions will be posted in the form of an addendum at the following websites: <https://www.parole.ny.gov/rfps.html> and <http://www.nyscr.org/Public/Index.aspx>. Only answers provided by addendum are considered official. Deadline for submission of questions will be as stated in Section 1.5 - Key Events. Any questions received after the due date and time in Section 1.5 - 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 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;**
- should confirm that, should the contract be awarded to your company, you would be prepared to begin services following approval of the contract by the NYS Office of the State Comptroller (OSC);
- should include the full contact information for the person(s) that DOCCS shall contact regarding the bid;
- should include the name(s) of principal(s) of the company responsible for this contract, their function, title and number of years of service with company;
- must also state whether or not subcontractors will be used, and the name and address of each proposed subcontractor; and
- must be signed by a Bidder representative authorized to make contractual obligations

#### 2.2.2 Pricing

Bidder shall submit completed Attachment 1 – Bid Proposal Forms and Attachment 2 – Preventive Maintenance Worksheets.

#### 2.2.3 Required Forms

Bidders shall submit completed Attachment 3 – Required Procurement Forms

**Note:** DOCCS reserves the right to request any additional information deemed necessary to ensure that the Bidder is able to fulfill the requirements of the 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 **(4) originals of Attachment 1 - Bid Proposal Forms and Attachment 2 - Preventive Maintenance Worksheets**. Please complete and submit (1) original and (3) copies of all documents found in Attachment 3 - Required Procurement Forms as well as any supplemental documentations such as bid addenda.

The bid documents must be submitted 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 – 13-02 (this document)
- Bid Due Date and Time: (as indicated in Section 1.5 - Key Events)
- Bid for Preventive Maintenance – Print Shop Equipment

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 # 13-02**

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

### **E-MAILED OR FAXED BID SUBMISSIONS ARE NOT ACCEPTABLE AND WILL NOT BE CONSIDERED.**

The State of New York will not be held liable for any cost incurred by the Bidder 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 at the location specified above on or before the date and time indicated in Section 1.5 - Key Events.

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

**Bidders mailing their bid must allow sufficient mail delivery time to ensure receipt of their bid at the specified location no later than the specified date and time. Delays in United States Postal Service 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 NYS 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(s). 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 SECTION 2 - BID SUBMISSION**

### 3. Administrative Information

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#### 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

Contracts will be awarded to the **low responsive and responsible bidder** by lot for all of the work specified herein. Bidders may bid on as many lots as practical however bidders must bid all facilities in the lots being bid.

#### 3.3 Price

The Bid amounts shall be inclusive of all costs including travel, licenses, insurance, administrative, profit and other ancillary costs.

#### 3.4 Term of Contract

This contract will commence the date of OSC approval or September 1, 2013 whichever occurs later and will be in effect through October 31, 2017.

**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 5.13 – Termination.

#### 3.5 Price Adjustment (Escalation / De-escalation)

The Contractor is to submit a bid that will be fixed for one (1) year only. On each anniversary date of the contract, the Contractor will be granted an increase or decrease in their bid for Preventive Maintenance per visit and for hourly labor rates for repairs, dependent upon fluctuations in the Consumer Price Index CPI-U for all items, Northeast Region, base period 1982-84=100 as published by the U.S. Department of Labor, Bureau of Labor Statistics, Washington, D.C. 20212. No adjustment shall exceed five (5) per cent. In the event the cited index is discontinued or no longer published on the Bureau of Labor Statistics website, the contractor and DOCCS will negotiate a mutually acceptable replacement index. Visit the US Dept. of Labor, Bureau of Labor Statistics website at [www.bls.gov/home.htm](http://www.bls.gov/home.htm) to view CPI information.

The 'base' month for determining adjustments will be the third month prior to the start date of the contract. The base month is fixed and will not be adjusted year to year. The adjustments will be based on the difference in the base month CPI for each applicable year and will become effective in the anniversary month. For example, if the contract is awarded in September 2013, the 'base' month will be June. If the contract allows for an adjustment after the first year, it would be based on the difference between the June 2013 CPI and the June 2014 CPI and become effective in September 2014.

The consumer price index is published around the middle of each month for the prior month (i.e. the January figure is not published until mid February). The Contractor has the sole responsibility to request, in letter form, an adjusted rate and should provide a copy of the index and other supporting documentation necessary to support the increase or decrease with the request. This request and documentation must be received at the below address within three months of the base month. To ensure timely delivery, certified mail is recommended. As long as the request is submitted and received within the required time frame, the adjustment will be processed using the base month Consumer Price Index.

Once approved, the contractor will be notified in writing.

**Request and documentation should be sent to the DOCCS, Division of Support Operations / Contract Procurement Unit, 550 Broadway, Menands, NY 12204. E-mail submissions should be sent to: [doccscontracts@doccs.ny.gov](mailto:doccscontracts@doccs.ny.gov).**

Should a contractor fail to submit the request and supporting documentation to the proper location within three months of the applicable **base month date**, contractor shall be deemed to have waived its right to any adjustment in price, 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.

### 3.6 Method of Payment

The contractor shall invoice DOCCS within ninety (90) days after each pre-scheduled preventive maintenance visit or repair service visit is completed. Invoices shall be itemized to show costs for the services provided, consistent with the terms of the agreement.

Payment will be based on an invoice used in the suppliers' normal course of business. Invoices must contain the Contract Number (i.e.: C00XXXX), hours of service rendered (rounded to the nearest quarter hour), hourly rate, description of parts or materials, quantity, unit and price per unit and extended price when repairs are made. All invoices must include the vendor's NYS Vendor Number. In addition, invoices must include the service report described in Section 4.3.

Invoices will be processed in accordance with established procedures of the Department of Corrections and Community Supervision and the Office of the State Comptroller (OSC) and payments will be subject to the prompt payment provisions of Article XI-A of the New York State Finance Law.

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

All Invoices or Vouchers are to be submitted for payment to:

**NYS Department of Corrections and Community Supervision  
Division of Education  
1220 Washington Avenue, Building 2  
Albany, NY 12226-2050**

### 3.7 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 OSC. 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 OSC's procedures to authorize electronic payments. Authorization forms are available on the OSC website at [www.osc.state.ny.us/epay/index.htm](http://www.osc.state.ny.us/epay/index.htm), by e-mail at [epayments@osc.state.ny.us](mailto: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 OSC electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

### 3.8 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.

### **3.9 Bid Exceptions**

The Issuing Office 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 the Issuing Office in writing by the 'Questions Due Date' as identified in Section 1.5 - 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 vendor.

### **3.10 Dispute Resolution**

It is the policy of the Department of Corrections and Community Supervision's 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 (OSC) 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.

### **3.11 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 of this IFB. If a request for a debriefing is received by DOCCS as set forth in Section 5.12 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 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.

### **3.12 Examination of Contract Documents**

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.

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.

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.

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.

### **3.13 Inspection of Books**

It is expressly understood and agreed that the Department of Corrections and Community Supervision (DOCCS) and the New York State Office of the State Comptroller (OSC) 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 Office of the 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**.

### **3.14 Glossary of Terms**

"Issuing Office" shall mean the Department of Corrections and Community Supervision Division of Support Operations / Contract Procurement Unit.

"Contractor" shall mean a successful company awarded a contract pursuant to this IFB.

"Invitation for Bid" or "IFB" shall mean this document.

The "State" shall mean The People of the State of New York, which shall also mean the New York State Department of Corrections and Community Supervision.

"Commissioner" shall mean the Commissioner of the Department of Corrections and Community Supervision or duly authorized representative.

"Offeror" or "Bidder" shall mean any person, partnership, firm, corporation or other authorized entity submitting a bid to the State pursuant to this IFB.

### **3.15 Rules of Construction**

Words of the masculine and feminine genders shall be deemed and construed to include the neuter gender. Unless the context otherwise indicates, the singular number shall include the plural number and vice versa, and words importing persons shall include corporations and associations, including public bodies, as well as natural persons. The terms "hereby," "hereof," "hereto," "herein," "hereunder," and any similar terms, as used in this IFB, refer to this IFB.

## **END OF SECTION 3 - ADMINISTRATIVE INFORMATION**

## **4. Scope of Work**

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### **4.1 Preventive Maintenance**

Preventive maintenance is required to maintain the equipment in optimal condition and to minimize the need for interim repairs. Preventive maintenance shall include inspection, cleaning, adjustment, and lubrication according to the manufacturer's specifications for each piece of equipment in order to maintain the equipment in good working order. Repairs and/or parts replacement, if necessary, will take place during the preventive maintenance service visit when possible.

The preventive maintenance services to be performed by the contractor include four (4) service visits per year, evenly spaced during the year to the extent possible, but no sooner than 70 days after the previous preventive maintenance visit, unless an exception has been granted by the DOCCS Central Office Vocational Education Representative. The preferred schedule for preventive maintenance service is March, June, September and December. The contractor must schedule preventive maintenance visits at least five (5) business days in advance. The Vocational Print Shop instructor will be present during all maintenance or service calls.

### **4.2 Repair Service**

When repair service is needed, the repairs shall be administered during a preventive maintenance visit when practical. More specifically, when a repair is needed and the timeframe is within one month of the next preventive maintenance visit, no repair service will be initiated. In this situation, it is expected that the repair will be addressed during the ensuing quarterly preventive maintenance visit.

When repair service is needed outside the preventive maintenance schedule, a statement of the proposed repairs and an estimate of the cost for parts and labor must first be presented to the Vocational Print Shop instructor. The proposed repairs must be approved by the Central Office Vocational Education Representative. After approval is granted, the repair service shall then be scheduled through the Education Supervisor.

The bid shall provide an hourly labor rate to be charged for repairs; this rate shall include all associated costs (i.e., travel, meals, etc.). Billable hourly rates will be based on actual time spent at the facility.

### **4.3 Service Reports**

Upon completion of any service call (preventive maintenance or repair service), the Contractor shall provide the Vocational Print Shop instructor with a copy of the report which documents the service performed and, if necessary, any recommendation for additional service (i.e., parts replacement). It will also be necessary for the service technician to indicate the number of hours that were required to perform the preventive maintenance or repair service. The report shall include the service technician's time of arrival at, and departure from, the correctional facility, signed by the Vocational Print Shop instructor or Education Supervisor at the facility.

### **4.4 Parts**

Parts will be obtained by the vendor and invoiced to DOCCS at an agreed upon percentage discount off the published price list. DOCCS requires the Contractor to use original manufacturer's warranty replacement parts. If such parts are not available, the Contractor shall inform the designated facility representative and propose an alternative plan which may involve the use of after market parts.

Replacement parts, in all cases, must first be pre-approved by the Education Supervisor at the facility and the Central Office Vocational Education Representative unless already included in the preventive maintenance cost.

The Vocational Print Shop instructor is responsible for basic routine equipment cleanup, adjustments, and proper use.

## 4.5 Working Hours

The work to be provided under this agreement shall be performed during normal business hours of 8 a.m. - 3 p.m., Monday through Friday, excluding holidays, as scheduled in advance through the Education Supervisor at the facility.

## 4.6 Equipment Changes

DOCCS reserves the right to eliminate any piece of equipment or print shop, at any time during the term of the contract, in the event it is deemed necessary by DOCCS. If a piece of equipment or print shop is eliminated, the portion of the contract attributable to the eliminated equipment will be terminated with appropriate notice to the vendor.

## 4.7 General Requirements For Entering a Correctional Facility

- Each person (contractor) entering a correctional facility will be required to furnish valid picture identification.
- Cell phones, beepers, wireless communication devices, palm pilots, flash drives, USB connected storage devices and computers may not be brought into a facility, with the following exception:

Contractors that require a laptop computer or similar portable device to reprogram, calibrate, adjust, or otherwise maintain facility equipment may bring the laptop into the facility under the following conditions:

- 1) The laptop may not include any of the following: camera, wireless card, cell phone capability, or CD-RW/DVD writer.
  - 2) The laptop computer must be documented on the gate order and specific permission given in advance by the Superintendent.
  - 3) The laptop computer may not remain in the facility overnight. It must enter and exit the facility with the contractor.
  - 4) The laptop must be under the supervision of security staff when connected to any telephone line.
- The Department of Corrections and Community Supervision does not uniformly permit vehicles to enter the facility without prior approval of the Superintendent. If it becomes necessary for a contractor's vehicle to pass through the truck gate for any reason, prior arrangements must be made with the Education Supervisor at the facility who will obtain the necessary approvals.

## END OF SECTION 4 - SCOPE OF WORK

## 5. Contract Clauses and Requirements

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### 5.1 Appendix A / Order of Precedence

Appendix A — Standard Clauses for New York State Contracts, dated December 2012, 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:

1. Appendix- A
2. DOCCS Invitation For Bid Number 13-02 (This Document) including any addenda
3. 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 an Offerer/Bidder during the procurement process. An Offerer/Bidder is restricted from making contacts from the earliest notice of intent to solicit offers/bids through final award and approval of the Procurement Contract by DOCCS and, if applicable, the Office of the State Comptroller ("restricted period") to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j (3) (a). Designated staff, as of the date hereof, is identified on the first page of this solicitation. DOCCS employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offerer/Bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a four-year period; the Offerer/Bidder is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found on the OGS website:

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

### 5.3 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 insureds 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.ny.gov](http://www.wcb.ny.gov));  
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.ny.gov](http://www.wcb.ny.gov));  
 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 RFP, 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.**

## **5.4 Tax and Finance Clause**

TAX LAW § 5-A:

Section 5-a of the Tax Law, as amended, effective April 26, 2006, requires certain contractors awarded state contracts for commodities, services and technology valued at more than \$100,000 to certify to the Department of Taxation and Finance (DTF) that they are registered to collect New York State and local sales and compensating use taxes. The law applies to contracts where the total amount of such contractors' sales delivered into New York State are in excess of \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made, and with respect to any affiliates and subcontractors whose sales delivered into New York State exceeded \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made.

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 and contractors must certify to DTF that each affiliate and subcontractor exceeding such sales threshold is registered with DTF to collect New York State and local sales and compensating use taxes. The law prohibits the State Comptroller, or other approving agency, from approving a contract awarded to a contractor meeting the registration requirements but who is not so registered in accordance with the law.

Contractor certification forms and instructions for completing the forms are attached to this IFB. Form ST-220-TD must be filed with and returned directly to DTF. Unless the information upon which the ST-220-TD is based changes, this form only needs to be filed once with DTF. If the information changes for the contractor, its affiliate(s), or its subcontractor(s) a new Form ST-220-TD must be filed with DTF.

Form ST-220-CA must be filed with the bid and submitted to the procuring covered agency certifying that the contractor filed the ST-220-TD with DTF. Proposed contractors should complete and return the certification forms within two business days of request (if the forms are not completed and returned with bid submission). Failure to make either of these filings may render a Bidder non-responsive and non-responsible. Bidders shall take the necessary steps to provide properly certified forms within a timely manner to ensure compliance with the law.

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

## 5.5 M/WBE and EEO Requirements

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

In accordance with Article 15-A of the New York State Executive Law and regulations adopted pursuant thereto, DOCCS has established separate goals for participation of New York State Certified minority and women-owned business enterprises for State contracts. DOCCS is required to implement the provisions of Article 15-A and 5 NYCRR Part 143 for all State contracts (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing and (2) in excess of \$100,000 for real property renovations and construction. For purposes of this procurement, DOCCS hereby establishes a goal of 10% for Minority-owned Business Enterprises (MBE) participation and 10% for Women-owned Business Enterprises (WBE) participation. As a condition of this procurement, the contractor and DOCCS agree to be bound by the provisions of §316 of Article 15-A of the New York State Executive Law regarding enforcement. Contractors must document "good faith efforts" to provide meaningful participation by New York State Certified M/WBE subcontractors or suppliers in the performance of this contract. For guidance on how DOCCS will determine a contractor's "good faith efforts," refer to 5 NYCRR §143.8. **Additionally, Offerors must refer to Appendix C of this document for the forms that must be provided in order to fully comply with Article 15-A of the New York State Executive Law and 5 NYCRR Part 143.**

#### **Equal Employment Opportunity Requirements**

By submission of a bid or proposal in response to this solicitation, the Offerer agrees with all of the terms and conditions of Appendix A including Clause 12 - Equal Employment Opportunities for Minorities and Women. The contractor is required to ensure that it and any subcontractors awarded a subcontract over \$25,000 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, shall 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 this contract; or (ii) employment outside New York State.

Contractor further agrees to submit with the bid a staffing plan (Form EEO 100) identifying the anticipated work force to be utilized on the Contract and if awarded a contract, will, upon request, submit to DOCCS a workforce utilization report (Form EEO 101) identifying the work force actually utilized on the Contract if known.

**ALL FORMS ARE AVAILABLE AT <https://www.parole.ny.gov/rfps.html>**

## 5.6 Freedom of Information Law / Trade Secrets

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

## 5.7 General Requirements

- The Bidder agrees to adhere to all State and Federal laws and regulations in connection with the contract.
- The Bidder agrees to notify the Department of Corrections and Community Supervision 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 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.
- The Bidder agrees 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 the Department of Corrections and Community Supervision.
- 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.
- 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.
- The Commissioner's interpretation of specifications shall be final and binding upon the Contractor.
- The Commissioner of the Department of Corrections and Community Supervision will make no allowance or concession to the Bidder for any alleged misunderstanding because of quantity, quality, character, location or other conditions.
- 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 the Department of Corrections and Community Supervision.
- 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 of the Department of Corrections and Community Supervision

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.

- STOP WORK ORDER - The Commissioner of the Department of Corrections and Community Supervision (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, the 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 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.
- It is the Contractor's responsibility to maintain the equipment and materials provided for the work consistent with applicable safety and health codes.
- The Department of Corrections and Community Supervision reserves the right to reject and bar from the facility any employee hired by the Contractor.

## 5.8 Contract Terms

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.

All provisions and requirements, which 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.

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.

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.

## 5.9 Subcontractors

The State will contract only with the successful Bidder who is the Prime Contractor. The Issuing Office considers the Prime Contractor, the sole Contractor with regard to all provisions of the solicitation and the contract resulting from the solicitation. When bidding, any known / planned use of subcontractors must be disclosed in detail with the bid submission. If subcontractors are to be used for base scope services, it shall be understood that the bid price includes the cost of the subcontractor and no additional markups will be allowed.

No subcontract entered into by the Contractor shall relieve the Contractor of any liabilities or obligations in this IFB or the resultant contract. The Contractor accepts full responsibility for the actions of any employee or subcontractor/subcontractor's employee(s) who carry out any of the provisions of any contract resulting from this IFB.

The Contractor's use of subcontractors shall not diminish the Contractor's obligations to complete the work in accordance with the contract. The Contractor shall coordinate and control the work of the subcontractors.

The Contractor shall be responsible for informing the subcontractors of all terms, conditions, and requirements of the contract documents.

During the term of the Contract, before any part of the contract shall be sublet, the Contractor shall submit to the NYS Department of Corrections and Community Supervision, Division of Support Operations / Contract Procurement Unit, 550 Broadway, Menands, NY 12204, in writing, the name of each proposed subcontractor and obtain written consent to such subcontractor. The names shall be submitted in ample time to permit acceptance or rejection of each proposed subcontractor without causing delay in the work of this contract. The Contractor shall promptly furnish such information as DOCCS may require concerning the proposed subcontractor's ability and qualifications.

## 5.10 Procurement Rights

The State of New York reserves the right to:

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.
7. Begin contract negotiations with another bidding Contractor(s) in order to serve the best interests of the State of New York should the State of New York be unsuccessful in 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 the Department of Corrections and Community Supervision, at his sole discretion, will determine award.

**Please Note:** The State is not liable for any cost incurred by a Bidder in the preparation and production of a bid or for any work performed prior to the issuance of a contract.

## 5.11 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.

## 5.12 Debriefings

Bidders will be accorded fair and equal treatment with respect to their opportunity for debriefing. Prior to contract award, DOCCS shall, upon request, provide a debriefing which would be limited to review of that bidder's bid 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 bid 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 approval as posted on the OSC website (web address below).

<http://wwe1.osc.state.ny.us/transparency/contracts/contractsearch.cfm>

## 5.13 Termination

### 5.13.1 Termination

The Department of Corrections and Community Supervision 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 bid's 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 termination 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 the Department of Corrections and Community Supervision, its agents and employees therefore for lost profits or any other damages.

### 5.13.2 Procurement Lobbying Termination

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

## 5.14 NYS Vendor Responsibility Questionnaire

For-Profit Business Entity (hereinafter the "questionnaire")

DOCCS conducts a review of prospective contractors ("Bidders") to provide reasonable assurances that the Bidder is responsive and responsible. A Questionnaire is used for non-construction contracts and is designed to provide information to assess a Bidder's responsibility to conduct business in New York based upon financial and organizational capacity, legal authority, business integrity, and past performance history. By submitting a bid, Bidder agrees to fully and accurately complete the "Questionnaire." The Bidder acknowledges that the State's execution of the Contract will be contingent upon the State's determination that the Bidder is responsible, and that the State will be relying upon the Bidder's responses to the Questionnaire when making its responsibility determination.

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

In order 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.

## **5.15 Ethics Compliance**

All bidders/contractors 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 bidding 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 Iran Divestment Act**

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies 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" list ("Prohibited Entities List") posted on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, Bidder/Contractor is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended.

During the term of the Contract, should DOCCS receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, DOCCS 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 DOCCS shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.

DOCCS 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.

### **5.19 Diesel Emission Reduction Act of 2006**

On February 12, 2007 the Diesel Emissions Reduction Act took effect as law (the —Law||). Pursuant to new §19-0323 of the N.Y. Environmental Conservation Law (—NYECL||) it is now a requirement that heavy duty diesel vehicles in excess of 8,500 pounds use the best available retrofit technology (—BART ||) and ultra low sulfur diesel fuel (—ULSD||). The requirement of the Law applies to all vehicles owned, operated by or on behalf of, or leased by State agencies and State or regional public authorities. They need to be operated exclusively on ULSD by February 12, 2007. It also requires that such vehicles owned, operated by or on behalf of, or leased by State agencies and State or regional public authorities with more than half of its governing body appointed by the Governor utilize BART.

As a contract vendor the Law may be applicable to vehicles used by contract vendors —on behalf of State agencies and public authorities. Thirty-three percent (33%) of affected vehicles must have BART by December 31, 2008, sixty-six percent (66%) by December 31, 2009 and one-hundred percent (100%) by December 31, 2010. The Law provides a list of exempted vehicles. Regulations currently being drafted will provide further guidance as to the effects of the Law on contract vendors using heavy duty diesel vehicles on behalf of the State.

The Law also permits waivers of ULSD and BART under limited circumstances at the discretion of the Commissioner of Environmental Conservation. The Law will also require reporting from State agencies and from contract vendors in affected contracts.

Therefore, the bidder hereby certifies and warrants that all heavy duty vehicles, as defined in NYECL §19-0323, to be used under this contract, will comply with the specifications and provisions of NYECL §19-0323, and any regulations promulgated pursuant thereto, which requires the use of BART and ULSD, unless specifically waived by NYSDEC. Qualification and application for a waiver under this Law will be the responsibility of the bidder.

## **END OF SECTION 5 -CONTRACT CLAUSES AND REQUIREMENTS**

# 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 20% for Minority and Women-Owned Business Enterprise (“M/WBE”) participation, 10% for Minority-Owned Business Enterprise (“MBE”) participation and 10% 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](http://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.

## APPENDIX C

- 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.

## APPENDIX C

### **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 15<sup>th</sup> 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 (60<sup>th</sup>) 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 13-02**

**Preventive Maintenance and  
Repair of Print Shop Equipment**

**At**

**Correctional Facility Vocational Print Shops:**

**Otisville Correctional Facility (Otisville, NY)  
Shawangunk Correctional Facility (Wallkill, NY)  
Woodbourne Correctional Facility (Woodbourne, NY)  
Great Meadow Correctional Facility (Comstock, NY)  
Greene Correctional Facility (Coxsackie, NY)  
Mid-State Correctional Facility (Marcy, NY)  
Clinton Correctional Facility (Dannemora, NY)  
Riverview Correctional Facility (Ogdensburg, NY)  
Watertown Correctional Facility (Watertown, NY)**

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**BID PROPOSAL FORM**

**IFB #.13-02**

**Contract No.:** \_\_\_\_\_  
(To Be Completed By Agency)

New York State Department of Corrections and Community Supervision  
Building 2  
1220 Washington Avenue  
Albany, NY 12226-2050

(NOTE: Bid Proposal form must be completed, signed and submitted as four (4) original signature sets.)

**Preventive Maintenance and Repairs to Print Shop Equipment**

---

(Print Company Name)

---

(Company Address)

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(City and State)

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(Company Telephone Number)

The above company agrees to provide all necessary maintenance, repairs and parts in accordance with the requirements outlined in this overall solicitation for Preventive Maintenance and Repairs to Print Shop Equipment for the price(s) bid on the following pages.

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## Lot 2 – Sullivan Hub

### Correctional Facilities: Otisville, Shawangunk and Woodbourne

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\_\_\_\_\_ **No Bid for Lot 2 - initial here and sign below**

#### **I. PREVENTIVE MAINTENANCE** – (four per year at each facility)

Complete this portion from worksheets.

Bid price <b>Otisville</b>	Total annual price calculated on worksheet:	\$_____ /year
Bid price <b>Shawangunk</b>	Total annual price calculated on worksheet:	\$_____ /year
Bid price <b>Woodbourne</b>	Total annual price calculated on worksheet:	\$_____ /year
<b>Subtotal Section 1</b>		\$_____ /year

#### **II. REPAIRS** - Repair Service calls

Cost per hour <b>Otisville</b>	\$_____/hr. x 24 hours (est. annual total):	\$_____ /year
Cost per hour <b>Shawangunk</b>	\$_____/hr. x 24 hours (est. annual total):	\$_____ /year
Cost per hour <b>Woodbourne</b>	\$_____/hr. x 24 hours (est. annual total):	\$_____ /year
<b>Subtotal Section 2</b>		\$_____ /year

**Note:**

Estimated figures are not a guarantee of work. The vendor shall provide an hourly labor rate to be charged for repairs; this rate shall include all associated costs (i.e., travel, meals, etc.). Payment to the contractor will be for actual hours worked, from time of arrival at the correctional facility to time of departure.

#### **III. PARTS**

Parts purchased under the agreement, if needed, are expected to be billed at a percentage discount from the published price list. This discount percentage rate will be factored in to arrive at the total bid cost. A copy of the current published price lists are requested to be submitted with the bid.

**Directions:**

Insert the percentage discount rate offered by the bidder for the term of the contract in the space below. Calculate the estimated annual cost of parts less the discount and enter the discounted cost result.

Estimated annual cost of parts <b>Otisville</b>	\$3,500.00 less _____% =	\$_____ /year
Estimated annual cost of parts <b>Shawangunk</b>	\$3,500.00 less _____% =	\$_____ /year
Estimated annual cost of parts <b>Woodbourne</b>	\$3,500.00 less _____% =	\$_____ /year
<b>Subtotal Section 3</b>		\$_____ /year

<b>GRAND TOTAL OF LOT 2:</b>
------------------------------

<b>Subtotal section 1 + subtotal section 2+ subtotal section 3 = \$_____ /year</b>
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**Signature**

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**Date**

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## Lot 3 – Great Meadow Hub

### Correctional Facilities: Great Meadow and Greene

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\_\_\_\_\_ **No Bid for Lot 3 - initial here and sign below**

#### **I. PREVENTIVE MAINTENANCE** – (four per year at each facility)

Complete this portion from worksheets.

Bid price **Great Meadow**      Total annual price calculated on worksheet: \$ \_\_\_\_\_/year

Bid price **Greene**              Total annual price calculated on worksheet: \$ \_\_\_\_\_/year

**Subtotal Section 1**    \$ \_\_\_\_\_/year

#### **II. REPAIRS** - Repair Service calls

Cost per hour **Great Meadow** \$ \_\_\_\_\_/hr. x 24 hours (est. annual total): \$ \_\_\_\_\_/year

Cost per hour **Greene**              \$ \_\_\_\_\_/hr. x 24 hours (est. annual total): \$ \_\_\_\_\_/year

**Subtotal Section 2**    \$ \_\_\_\_\_/year

#### **Note:**

Estimated figures are not a guarantee of work. The vendor shall provide an hourly labor rate to be charged for repairs; this rate shall include all associated costs (i.e., travel, meals, etc.). Payment to the contractor will be for actual hours worked, from time of arrival at the correctional facility to time of departure.

#### **III. PARTS**

Parts purchased under the agreement, if needed, are expected to be billed at a percentage discount from the published price list. This discount percentage rate will be factored in to arrive at the total bid cost. A copy of the current published price lists are requested to be submitted with the bid.

#### **Directions:**

Insert the percentage discount rate offered by the bidder for the term of the contract in the space below. Calculate the estimated annual cost of parts less the discount and enter the discounted cost result.

Estimated annual cost of parts **Great Meadow** \$3,500.00 less \_\_\_\_\_% = \$ \_\_\_\_\_/year

Estimated annual cost of parts **Greene**              \$4,000.00 less \_\_\_\_\_% = \$ \_\_\_\_\_/year

**Subtotal Section 3**    \$ \_\_\_\_\_/year

#### **GRAND TOTAL OF LOT 3:**

**Subtotal section 1 + subtotal section 2+ subtotal section 3 = \$ \_\_\_\_\_/year**

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**Signature**

---

**Date**

---

## Lot 4 – Oneida Hub

### Correctional Facility: Mid-State

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\_\_\_\_\_ **No Bid for Lot 4 - initial here and sign below**

#### **I. PREVENTIVE MAINTENANCE** – (four per year at each facility)

Complete this portion from worksheets.

Bid price **Mid-State**                      Total annual price calculated on worksheet: \$ \_\_\_\_\_/year

**Subtotal Section 1**    \$ \_\_\_\_\_/year

#### **II. REPAIRS** - Repair Service calls

Cost per hour **Mid-State**              \$ \_\_\_\_\_/hr. x 24 hours (est. annual total): \$ \_\_\_\_\_/year

**Subtotal Section 2**    \$ \_\_\_\_\_/year

**Note:**

Estimated figures are not a guarantee of work. The vendor shall provide an hourly labor rate to be charged for repairs; this rate shall include all associated costs (i.e., travel, meals, etc.). Payment to the contractor will be for actual hours worked, from time of arrival at the correctional facility to time of departure.

#### **III. PARTS**

Parts purchased under the agreement, if needed, are expected to be billed at a percentage discount from the published price list. This discount percentage rate will be factored in to arrive at the total bid cost. A copy of the current published price lists are requested to be submitted with the bid.

**Directions:**

Insert the percentage discount rate offered by the bidder for the term of the contract in the space below. Calculate the estimated annual cost of parts less the discount and enter the discounted cost result.

Estimated annual cost of parts **Mid-State** \$3,000.00 less \_\_\_\_\_% = \$ \_\_\_\_\_/year

**Subtotal Section 3**    \$ \_\_\_\_\_/year

**GRAND TOTAL OF LOT 4:**

**Subtotal section 1 + subtotal section 2+ subtotal section 3 = \$ \_\_\_\_\_/year**

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**Signature**

---

**Date**

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## Lot 5 – Clinton Hub

### Correctional Facility: Clinton

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\_\_\_\_\_ **No Bid for Lot 5 - initial here and sign below**

#### I. PREVENTIVE MAINTENANCE – (four per year at each facility)

Complete this portion from worksheets.

Bid price **Clinton**                      Total annual price calculated on worksheet: \$ \_\_\_\_\_/year

**Subtotal Section 1**    \$ \_\_\_\_\_/year

#### II. REPAIRS - Repair Service calls

Cost per hour **Clinton**              \$ \_\_\_\_\_/hr. x 24 hours (est. annual total): \$ \_\_\_\_\_/year

**Subtotal Section 2**    \$ \_\_\_\_\_/year

**Note:**

Estimated figures are not a guarantee of work. The vendor shall provide an hourly labor rate to be charged for repairs; this rate shall include all associated costs (i.e., travel, meals, etc.). Payment to the contractor will be for actual hours worked, from time of arrival at the correctional facility to time of departure.

#### III. PARTS

Parts purchased under the agreement, if needed, are expected to be billed at a percentage discount from the published price list. This discount percentage rate will be factored in to arrive at the total bid cost. A copy of the current published price lists are requested to be submitted with the bid.

**Directions:**

Insert the percentage discount rate offered by the bidder for the term of the contract in the space below. Calculate the estimated annual cost of parts less the discount and enter the discounted cost result.

Estimated annual cost of parts **Clinton**                      \$3,500.00 less \_\_\_\_\_% = \$ \_\_\_\_\_/year

**Subtotal Section 3**    \$ \_\_\_\_\_/year

**GRAND TOTAL OF LOT 5:**

**Subtotal section 1 + subtotal section 2+ subtotal section 3 = \$ \_\_\_\_\_/year**

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**Signature**

---

**Date**

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## Lot 6 – Watertown Hub

### Correctional Facilities: Riverview and Watertown

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\_\_\_\_\_ **No Bid for Lot 6 - initial here and sign below**

#### **I. PREVENTIVE MAINTENANCE** – (four per year at each facility)

Complete this portion from worksheets.

Bid price <b>Riverview</b>	Total annual price calculated on worksheet:	\$ _____/year
Bid price <b>Watertown</b>	Total annual price calculated on worksheet:	\$ _____/year
<b>Subtotal Section 1</b>		\$ _____/year

#### **II. REPAIRS** - Repair Service calls

Cost per hour <b>Riverview</b>	\$ _____/hr. x 24 hours (est. annual total):	\$ _____/year
Cost per hour <b>Watertown</b>	\$ _____/hr. x 24 hours (est. annual total):	\$ _____/year
<b>Subtotal Section 2</b>		\$ _____/year

**Note:**

Estimated figures are not a guarantee of work. The vendor shall provide an hourly labor rate to be charged for repairs; this rate shall include all associated costs (i.e., travel, meals, etc.). Payment to the contractor will be for actual hours worked, from time of arrival at the correctional facility to time of departure.

#### **III. PARTS**

Parts purchased under the agreement, if needed, are expected to be billed at a percentage discount from the published price list. This discount percentage rate will be factored in to arrive at the total bid cost. A copy of the current published price lists are requested to be submitted with the bid.

**Directions:**

Insert the percentage discount rate offered by the bidder for the term of the contract in the space below. Calculate the estimated annual cost of parts less the discount and enter the discounted cost result.

Estimated annual cost of parts <b>Riverview</b>	\$4,500.00 less _____% =	\$ _____/year
Estimated annual cost of parts <b>Watertown</b>	\$3,000.00 less _____% =	\$ _____/year
<b>Subtotal Section 3</b>		\$ _____/year

<b>GRAND TOTAL OF LOT 6:</b>
------------------------------

<b>Subtotal section 1 + subtotal section 2+ subtotal section 3 = \$ _____/year</b>
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**Signature**

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**Date**

## **Attachment 2 – Preventive Maintenance Worksheets**

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

**IFB 13-02**

## **Preventive Maintenance and Repair of Print Shop Equipment**

**At**

### **Correctional Facility Vocational Print Shops:**

**Otisville Correctional Facility (Otisville, NY)  
Shawangunk Correctional Facility (Wallkill, NY)  
Woodbourne Correctional Facility (Woodbourne, NY)  
Great Meadow Correctional Facility (Comstock, NY)  
Greene Correctional Facility (Coxsackie, NY)  
Mid-State Correctional Facility (Marcy, NY)  
Clinton Correctional Facility (Dannemora, NY)  
Riverview Correctional Facility (Ogdensburg, NY)  
Watertown Correctional Facility (Watertown, NY)**

Lot 2 - Sullivan Hub

**OTISVILLE** Correctional Facility  
Preventive Maintenance Cost Worksheet

EQUIPMENT				COSTS			
Make	Model	Category	Approx. Age	Preventive Maintenance Cost Per Visit	X	No. of Visits per Year	Total
Ryobi	2800 CD	Offset Press	6	\$	X	4 =	\$
Ryobi	2800 CD	Offset Press	6	\$	X	4 =	\$
Ryobi	3200 CD XL	Offset Press	6	\$	X	4 =	\$
WIN	3447-XL	Offset Press	5	\$	X	4 =	\$
Titan/Challenger	200A - 20"	Paper Cutter	6	\$	X	4 =	\$
Baum	714XLT	Folder	6	\$	X	4 =	\$
Challenger/Diamond	Model 20 - 20"	Paper Cutter	6	\$	X	4 =	\$
MBM	Sprint 5000	Booklet Maker	4	\$	X	4 =	\$
Kimosetter	410 Laser	Platemaker	1	\$	X	4 =	\$
MBM	FC-10	Collator	5	\$	X	4 =	\$
Roshbach	201A	Auto Stitcher	10	\$	X	4 =	\$

**\*TOTAL** \$ \_\_\_\_\_

\*Transfer this TOTAL to **Part I Preventive Maintenance** on the Bid Proposal Form for the Sullivan Hub.



Lot 2 - Sullivan Hub

**WOODBOURNE** Correctional Facility  
Preventive Maintenance Cost Worksheet

EQUIPMENT				COSTS			
Make	Model	Category	Approx. Age	Preventive Maintenance Cost Per Visit	X	No. of Visits per Year	Total
AB DICK	9980CR	Offset Press	6	\$	X	4 =	\$
AB DICK	9980CR	Offset Press	6	\$	X	4 =	\$
AB DICK	9970D	Offset Press	11	\$	X	4 =	\$
AB DICK	9910D	Offset Press	13	\$	X	4 =	\$
Horizon	Vac 100A	Collator	5	\$	X	4 =	\$
Horizon	ST-20	Stacker	5	\$	X	4 =	\$
Challenge	305MC	Paper Cutter	29	\$	X	4 =	\$
Baum	15GSL	Folder	10	\$	X	4 =	\$

**\*TOTAL** \$                     

\*Transfer this TOTAL to **Part I Preventive Maintenance** on the Bid Proposal Form for the Sullivan Hub.

Lot 3 - Great Meadow Hub

**GREAT MEADOW** Correctional Facility  
Preventive Maintenance Cost Worksheet

EQUIPMENT				COSTS			
Make	Model	Category	Approx. Age	Preventive Maintenance Cost Per Visit	X	No. of Visits per Year	Total
Ryobi	500 K	Offset Press	24	\$	X	4 =	\$
Ryobi	3200	Offset Press	6	\$	X	4 =	\$
Ryobi	3200	Offset Press	7	\$	X	4 =	\$
Ryobi	3302	Offset Press	8	\$	X	4 =	\$
Horizon	Vac 100	Collator	6	\$	X	4 =	\$
Horizon	SPF-20	Booklet Maker	6	\$	X	4 =	\$
Challenge	305 XD	Paper Cutter	7	\$	X	4 =	\$
Interlake	S3A	Stitcher	33	\$	X	4 =	\$
Baum	714xlt	Folder	5	\$	X	4 =	\$
Epson	Stylus Pro 7900 CTP	Platemaker	New	\$	X	4 =	\$

**\*TOTAL** \$                     

\*Transfer this TOTAL to **Part I Preventive Maintenance** on the Bid Proposal Form for the Great Meadow Hub.

Lot 3 - Great Meadow Hub

**GREENE** Correctional Facility  
Preventive Maintenance Cost Worksheet

EQUIPMENT				COSTS			
Make	Model	Category	Approx. Age	Preventive Maintenance Cost Per Visit	X	No. of Visits per Year	Total
Hamada	VS3411	Offset Press	9	\$	X	4 =	\$
AB DICK	9980	Offset Press	10	\$	X	4 =	\$
Ryobi	2800CD	Offset Press	8	\$	X	4 =	\$
Kimoto	410	Platemaker	5	\$	X	4 =	\$
Baum	714XLT/Stitcher	Folder	6	\$	X	4 =	\$
Baum	26.4	Paper Cutter	8	\$	X	4 =	\$
Challenge	1440101s2103	Paper Drill	14	\$	X	4 =	\$
Bostitch	7AW	Wire Stitcher	16	\$	X	4 =	\$
STITCHMASTER	SM-A25	Deluxe Stitcher	4	\$	X	4 =	\$
AB DICK	9920/sn 2133	Press	11	\$	X	4 =	\$
Nagel	Foldnak 40 Standard	Booklet Maker	11	\$	X	4 =	\$
Standard	SD700	Digital Duplicator System	3	\$	X	4 =	\$
Horizon	QCS300	Table Top Collator	3	\$	X	4 =	\$
Bostitch	Deluxe M19-AST	Stitcher	1	\$	X	4 =	\$
Challenge		Paper Jogger	1	\$	X	4 =	\$
Amergraph	V28-1200	Plateburner	16	\$	X	4 =	\$

**\*TOTAL** \$                     

\*Transfer this TOTAL to **Part I Preventive Maintenance** on the Bid Proposal Form for the Great Meadow Hub.



Lot 5 Clinton Hub

**CLINTON** Correctional Facility  
Preventive Maintenance Cost Worksheet

EQUIPMENT				COSTS			
Make	Model	Category	Approx. Age	Preventive Maintenance Cost Per Visit	X	No. of Visits per Year	Total
HAMADA	600CD	Offset Press	12	\$	X	4 = \$	
HAMADA	600CD	Offset Press	7	\$	X	4 = \$	
HAMADA	600DW	Offset Press	6	\$	X	4 = \$	
HAMADA	E47	Offset Press	9	\$	X	4 = \$	
Challenge	305	Paper Cutter	5	\$	X	4 = \$	
Horizon	Vac 100	Collator	5	\$	X	4 = \$	
Horizon	Vac 100A	Collator	5	\$	X	4 = \$	
Horizon	ST-20	In Line Stacker	5	\$	X	4 = \$	
Standard	SRN-9X	Numbering Machine	5	\$	X	4 = \$	
Standard	FRN-6	Numbering Machine	5	\$	X	4 = \$	

**\*TOTAL** \$                     

\*Transfer this TOTAL to **Part I Preventive Maintenance** on the Bid Proposal Form for the Clinton Hub.

Lot 6 - Watertown Hub

**RIVERVIEW** Correctional Facility  
Preventive Maintenance Cost Worksheet

EQUIPMENT				COSTS			
Make	Model	Category	Approx. Age	Preventive Maintenance Cost Per Visit	X	No. of Visits per Year	Total
Ryobi	2800 CD	Offset Press	11	\$	X	4 =	\$
Ryobi	3200 CD	Offset Press	6	\$	X	4 =	\$
Ryobi	3200 CD	Offset Press	6	\$	X	4 =	\$
Horizon	Vac 100A	Collator	5	\$	X	4 =	\$
Baum	714XLT	Folder	5	\$	X	4 =	\$
Challenge	JF	Paper Drill	21	\$	X	4 =	\$
Challenge	MDJ	Paper Jogger	6	\$	X	4 =	\$
Horizon	APE 61 II	Paper Cutter	5	\$	X	4 =	\$
Kimoto	Kimosetter 340	Platemaker	5	\$	X	4 =	\$
Kimoto	Kimosetter 410	Tabletop Plate	3	\$	X	4 =	\$
Standard	SRN-9X	Rotary Numberer	5	\$	X	4 =	\$
Bostitch	M19 G20-AST	Stitcher	5	\$	X	4 =	\$
JetPlate System	JP-24	Platemaker	5	\$	X	4 =	\$
Rollem	Auto 4	Numbering Machine	21	\$	X	4 =	\$

**\*TOTAL** \$ \_\_\_\_\_

\*Transfer this TOTAL to **Part I Preventive Maintenance** on the Bid Proposal Form for the Watertown Hub.

Lot 6 - Watertown Hub

**WATERTOWN** Correctional Facility  
Preventive Maintenance Cost Worksheet

EQUIPMENT				COSTS			
Make	Model	Category	Approx. Age	Preventive Maintenance Cost Per Visit	X	No. of Visits per Year	Total
Ryobi	3200 CD	Offset Press	6	\$	X	4	= \$
Ryobi	3200 CD	Offset Press	7	\$	X	4	= \$
Horizon	APC-61 II	Paper Cutter	6	\$	X	4	= \$
Challenger	305XD	Paper Cutter 30"	6	\$	X	4	= \$
Kimoto	410	PLATEMAKER	5	\$	X	4	= \$
Ryobi	3200 CD XL	Offset Press	6	\$	X	4	= \$

**\*TOTAL** \$ \_\_\_\_\_

\*Transfer this TOTAL to **Part I Preventive Maintenance** on the Bid Proposal Form for the Watertown Hub.

## **Attachment 3 – Required Procurement Forms**

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

**IFB 13-02**

### **Preventive Maintenance and Repair of Print Shop Equipment**

**At**

### **Correctional Facility Vocational Print Shops:**

**Otisville Correctional Facility (Otisville, NY)  
Shawangunk Correctional Facility (Wallkill, NY)  
Woodbourne Correctional Facility (Woodbourne, NY)  
Great Meadow Correctional Facility (Comstock, NY)  
Greene Correctional Facility (Coxsackie, NY)  
Mid-State Correctional Facility (Marcy, NY)  
Clinton Correctional Facility (Dannemora, NY)  
Riverview Correctional Facility (Ogdensburg, NY)  
Watertown Correctional Facility (Watertown, NY)**

The following required forms are to be submitted with the Bidder's bid. The forms include:

- Contractor Information Page
- Procurement Lobbying / Prior Non-Responsibility / Procurement Lobbying Termination
- MacBride Principles / Non-Collusive Bidding Certification

**Important Links:** A page is provide with links for additional froms that may be required to be submitted after bid is submitted but prior to an award for:

- EEO 100 – Staffing Plan
- M/WBE 100-G – Utilization Plan
- M/WBE 102 – Request for Waiver



## PROCUREMENT LOBBYING CERTIFICATION

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

Procurement Lobbying information can be accessed at:

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

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

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Contractor Name: \_\_\_\_\_

Contractor Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

#### Offerer Certification:

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

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

#### Procurement Lobbying Termination

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

## 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)

## Important Links

Link to **EEO 100 Staffing Plans** and **MWBE 100**:

<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](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](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](http://www.osc.state.ny.us./vendrep/forms_vendor.htm)

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

<https://portal.osc.state.ny.us>

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/](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. In this case, your company must be assigned a Vendor ID to enroll in the VendRep System. To request assignment of a Vendor ID to access the VendRep System **in advance of submitting your bid**, contact the Office of the State Comptroller's Help Desk at 866-370-4672 or 518-408-4672 or by email at: [ciohelpdesk@osc.state.ny.us](mailto:ciohelpdesk@osc.state.ny.us)

## **Exhibit 1 – Print Shop Information**

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

**IFB 13-02**

## **Preventive Maintenance and Repair of Print Shop Equipment**

**At**

### **Correctional Facility Vocational Print Shops:**

**Otisville Correctional Facility (Otisville, NY)  
Shawangunk Correctional Facility (Wallkill, NY)  
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Greene Correctional Facility (Coxsackie, NY)  
Mid-State Correctional Facility (Marcy, NY)  
Clinton Correctional Facility (Dannemora, NY)  
Riverview Correctional Facility (Ogdensburg, NY)  
Watertown Correctional Facility (Watertown, NY)**

<b>PRINT SHOPS BY LOT / HUBS</b>				
Lot 2	Lot 3	Lot 4	Lot 5	Lot 6
<b>Hub: Sullivan</b>	<b>Hub: Great Meadow</b>	<b>Hub: Oneida</b>	<b>Hub: Clinton</b>	<b>Hub: Watertown</b>
Shawangunk	Great Meadow	Mid-State	Clinton	Riverview
Otisville	Greene			Watertown
Woodbourne				

**Bidders may submit bids for one lot, multiple lots or all lots.**

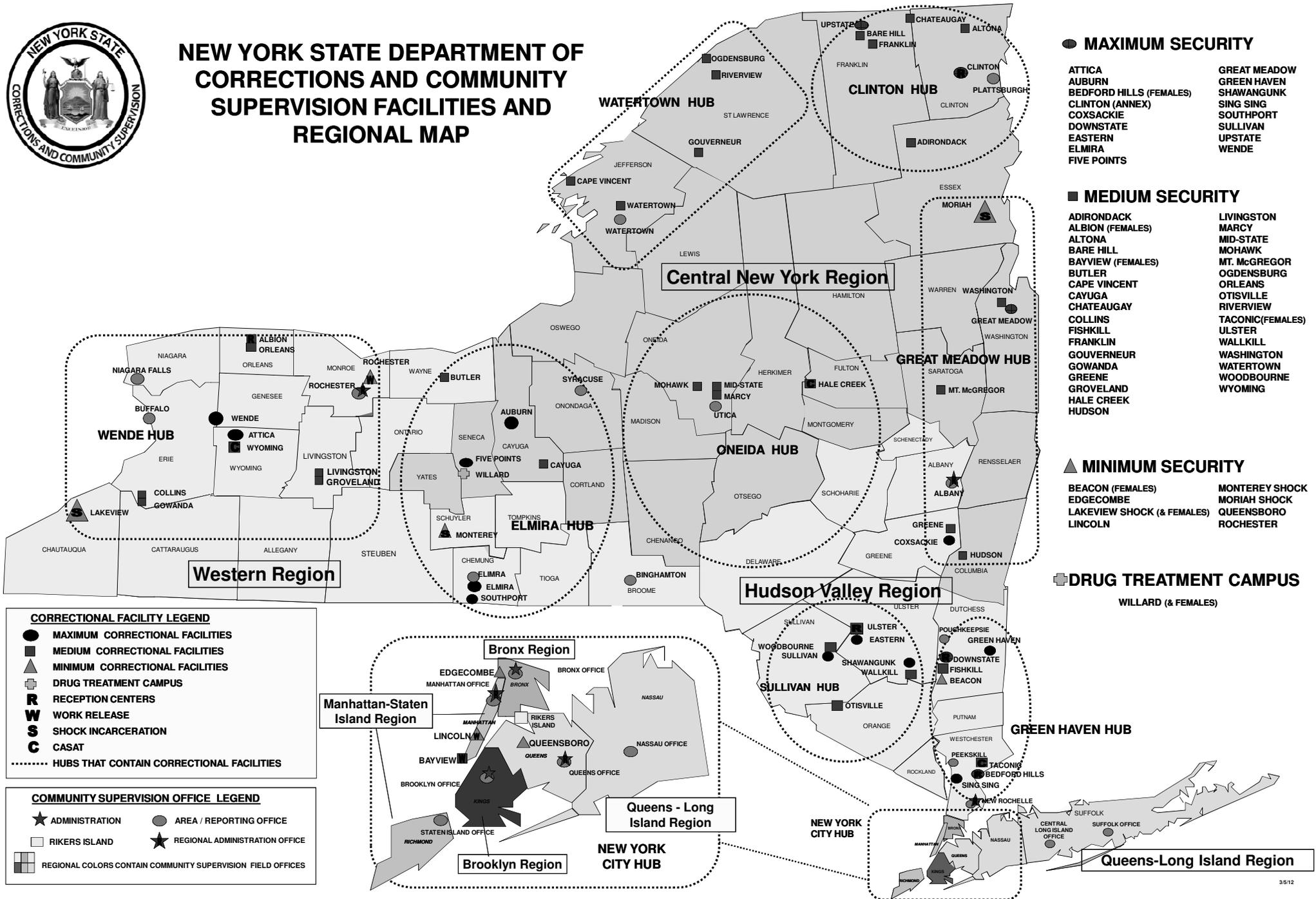
**However, Bidders must bid all facilities in each lot being bid.**

## Contact Person and Telephone Number by Facility

FACILITY	VOCATIONAL SUPERVISOR	TELEPHONE NUMBER
Clinton	Beverly Campbell	518-492-2511 ext 4550
Great Meadow	Kenneth Austin	518-639-5516 ext 4550
Greene	Richard Engel	518-731-2741 ext 4502
Mid-State	Harold Call	315-768-8581 ext 4550
Otisville	Lesley Hurd	845-386-1490 ext 4500
Riverview	Douglas Lumb	315-393-8400 ext 4550
Shawangunk	Lawrence Singer	845-895-2081 ext 4550
Watertown	Frank Fray (Temporary Contact)	315-782-7490 ext 4550
Woodbourne	William Reese	845-434-7730 ext 4550



# NEW YORK STATE DEPARTMENT OF CORRECTIONS AND COMMUNITY SUPERVISION FACILITIES AND REGIONAL MAP



### ● MAXIMUM SECURITY

- |                         |              |
|-------------------------|--------------|
| ATTICA                  | GREAT MEADOW |
| AUBURN                  | GREEN HAVEN  |
| BEDFORD HILLS (FEMALES) | SHAWANGUNK   |
| CLINTON (ANNEX)         | SING SING    |
| COXSACKIE               | SOUTHPORT    |
| DOWNSTATE               | SULLIVAN     |
| EASTERN                 | UPSTATE      |
| ELMIRA                  | WENDE        |
| FIVE POINTS             |              |

### ■ MEDIUM SECURITY

- |                   |                  |
|-------------------|------------------|
| ADIRONDACK        | LIVINGSTON       |
| ALBION (FEMALES)  | MARCY            |
| ALTONA            | MID-STATE        |
| BARE HILL         | MOHAWK           |
| BAYVIEW (FEMALES) | MT. MCGREGOR     |
| BUTLER            | OGDENSBURG       |
| CAPE VINCENT      | ORLEANS          |
| CAYUGA            | OTISVILLE        |
| CHATEAUGAY        | RIVERVIEW        |
| COLLINS           | TACONIC(FEMALES) |
| FISHKILL          | ULSTER           |
| FRANKLIN          | WALKILL          |
| GOVERNEUR         | WASHINGTON       |
| GOWANDA           | WATERTOWN        |
| GREENE            | WOODBOURNE       |
| GROVELAND         | WYOMING          |
| HALE CREEK        |                  |
| HUDSON            |                  |

### ▲ MINIMUM SECURITY

- |                            |                |
|----------------------------|----------------|
| BEACON (FEMALES)           | MONTEREY SHOCK |
| EDGECOMBE                  | MORIAH SHOCK   |
| LAKEVIEW SHOCK (& FEMALES) | QUEENSBORO     |
| LINCOLN                    | ROCHESTER      |

### ⊕ DRUG TREATMENT CAMPUS

- WILLARD (& FEMALES)

**CORRECTIONAL FACILITY LEGEND**

- MAXIMUM CORRECTIONAL FACILITIES
- MEDIUM CORRECTIONAL FACILITIES
- ▲ MINIMUM CORRECTIONAL FACILITIES
- ⊕ DRUG TREATMENT CAMPUS
- R RECEPTION CENTERS
- W WORK RELEASE
- S SHOCK INCARCERATION
- C CASAT
- ..... HUBS THAT CONTAIN CORRECTIONAL FACILITIES

**COMMUNITY SUPERVISION OFFICE LEGEND**

- ★ ADMINISTRATION
- AREA / REPORTING OFFICE
- RIKERS ISLAND
- ★ REGIONAL ADMINISTRATION OFFICE
- ▣ REGIONAL COLORS CONTAIN COMMUNITY SUPERVISION FIELD OFFICES