

NEW YORK STATE
 DIVISION OF CRIMINAL JUSTICE SERVICES
 Office of Financial Services Alfred E. Smith Office Building 80 South Swan Street, 10th Floor
 Albany, NY 12110
INVITATION FOR BIDS

IMPORTANT: SEE "NOTICE TO BIDDERS" CLAUSES HEREIN
 BIDS MAY BE SENT TO THE ABOVE ADDRESS ONLY

(Bid Submissions via E-Mail or Fax Are NOT Acceptable)

BID DUE DATE: DATE: 09/05/2023 TIME: 4:00 PM	TITLE: Unmanned Ariel Vehicle Purchase
INVITATION FOR BIDS NUMBER: DCJS CJS 2023-02	SPECIFICATION REFERENCE: As incorporated herein
CONTRACT PERIOD: Anticipated 3-year contract with up to two 1-year extensions allowed through contract amendments.	ADDRESS INQUIRIES TO: Sarah Medina Procurement Officer, Office of Finance E-mail address: DCJSProcurement@dcjs.ny.gov

The bid must be fully and properly executed by an authorized person. **By signing you certify your express authority to sign on behalf of yourself, your company, or other entity and full knowledge and acceptance of this INVITATION FOR BIDS, Appendix A (Standard Clauses For New York State Contracts) and that all information provided is complete, true and accurate.** Bidders are requested to retain Appendix A for future reference.

Name of Company Bidding:	Bidder's Federal Tax Identification No.:
Street Zip Code	City State
If you are not bidding, please place an "x" in the box and provide a reason, then return this page only. <input type="checkbox"/> WE DO NOT PLAN TO BID AT THIS TIME BECAUSE	
Vendor's Signature:	Printed or Typed:
Title:	Date:
Phone Number:	E-mail Address:
Fax Number:	Company Website:

The release of the UNMANNED AERIAL VEHICLES (UAV DCJS CJS 2023-02) initiates the Restricted Period for this procurement which commences upon formal release of the Invitation for Bid (IFB) and continues until further notice. State Finance Law requires that a governmental entity incorporate a summary of its policy and prohibitions regarding permissible contacts during a covered procurement. Pursuant to the State Finance Law, this IFB includes this summary. DCJS has imposed certain restrictions on communication with DCJS and agency employees during this procurement process.

During the Restricted Period for this procurement, ALL communications must be only as directed by DCJS and only to the Designated Contact identified by DCJS. Violation of the Procurement Lobbying Law can result in penalties.

The DCJS Sole Designated Contact and Submission Contact for this IFB procurement is as follows:

Sarah Medina
Assistant Director of Financial Administration, Office of Finance
New York State Division of Criminal Justice Services
Alfred E. Smith Office Building, 10th Floor
80 South Swan Street Albany, NY 12210
Ph: 518-485-7974
DCJSprocurement@dcjs.ny.gov

UNDER NO CIRCUMSTANCES MAY CONTACT BE MADE TO ANY OTHER DCJS EMPLOYEE CONCERNING THIS PROCUREMENT.

All inquiries must be submitted by electronic mail only to the above DCJS Sole Designated Contact at DCJSprocurement@dcjs.ny.gov.

NYS Division of Criminal Justice Services Standardized UNMANNED AERIAL VEHICLES (UAV.)

The New York State UNMANNED AERIAL VEHICLES (UAV.) The Missing Persons Clearinghouse is responsible for planning and implementing programs to ensure the most effective use of resources in missing and exploited children cases, assist federal, state and local agencies in the investigation of cases, and to maintain and make available to appropriate state and local law enforcement agencies up-to-date information concerning technological advances that may assist in facilitating the recovery of missing children. As the administrators of the Missing and Exploited Children Clearinghouse Fund, the MPC is tasked with allocating funds that will best serve law enforcement with their efforts of searching for endangered children. Providing UAVs to local law enforcement agencies assists the mission of DCJS, MPC and the Missing and Exploited Children Clearinghouse Fund. UAVs can cover territory much more quickly and efficiently than officers can on foot or even by vehicle. Moreover, unmanned aerial vehicles can go under tree cover or between buildings, enabling access to locations that helicopters and other manned aircraft can't. When time is of the essence and a child is at a serious risk of harm or death, UAVs can literally be a life saver. UAVs equipped with thermal sensors mean that police officers can easily spot a lost or missing person hidden under debris or undergrowth, even at night.

Minimum Specifications for UNMANNED AERIAL VEHICLES (UAV).

The vendor will initially provide a minimum of 10 UAVs including all required equipment to recipient agencies. The UAV's will be used by law enforcement for the primary purpose of supporting searches for endangered missing children and other appropriate law enforcement missions. The vendor will deliver the UAVs, provide in-person training to each of the ten law enforcement agencies that are the UAV recipients, and the vendor will provide a minimum of a one-year warranty. Potential future purchase shall include the same equipment and scope of services.

SHIPMENT LOCATIONS:

Shipment location will be specified at the time of order to either:

NYS Division of Criminal Justice Services Alfred E. Smith Office Building
80 South Swan Street Albany, NY 12210

Product Specifications:

DJI M30T Specifications:

O Operation Frequency	2.4000-2.4835 GHz; 5.725-5.850 GHz
Transmitter Power (EIRP - Equivalent, Isotropically Radiated Power)	2.4 GHz: <33 dBm (FCC); <20 dBm (CE/SRRC/MIC) 5.8 GHz: <33 dBm (FCC/SRRC); <14 dBm (CE)
Hovering Accuracy	Vertical:'+/-0.1 m (Vision System enabled);'+/-0.5 m (N-mode with GPS);'+/-0.1 m (RTK) Horizontal:'+/-0.3 m (Vision System enabled);'+/-1.5 m (N-mode with GPS);'+/-0.1 m (RTK) (windless or breezy)
RTK (Real Time Kinematic) Positioning Accuracy	1 cm+1 ppm (horizontal) 1.5 cm+1 ppm (vertical) (fixed RTK enabled)
Max Angular Velocity	Pitch: 150 Degree /sec.; Yaw: 100 Degree /sec.

Max Tilt Angle	35 Degree (N-mode and Forward Vision System enabled: 25 Degree)
Max Ascent/Descent Speed	6 m/s, 5 m/s
Max Tilt Descent Speed	7 m/s
Max Horizontal Speed	23 m/s
Max Service Ceiling Above Sea Level	5,000 m (with 1671 propellers) 7,000 m (with 1676 propellers) (without other payload)
Max Wind Resistance	15 m/s 12 m/s during taking off and landing
Max Hover Time	35 min
Max Flight Time	45 min
Ingress Protection Rating	IP55
GNSS (Global Navigation Satellite Systems)	GPS+Galileo+BeiDou+GLONASS
Operating Temperature	-4 Degree to 122 Degree F (-20 Degree to 50 Degree C)
Battery Material	Lithium ion
Battery Quantity	2
Dimensions (L x W x H)	Unfolded, excl. propellers: 18.5 x 23 x 8.4" Folded: 14.3 x 8.4 x 7.6" (365 x 215 x 195mm)
Max Takeoff Weight	8.8 lbs (4kg)
Weight	8.3 lbs (3.77kg) (+/- 10g) (incl. two batteries)

Flight Battery

Capacity	5880 mAh
Voltage	26.1 V
Battery	LiPo 6S
Energy	131.6 Wh
Operating Temperature	-4 Degree to 122 Degree F (-20 Degree to 50 Degree C)
Storage Temperature	20 Degree to 30 Degree C (68 Degree to 86 Degree F)
Charging Temperature	-20 Degree to 40 Degree C (-4 Degree to 104 Degree F)(When the temperature is lower than 10 Degree C (50 Degree F), the self-heating function will be automatically enabled.
Chemical System	LiNiMnCoO2
Weight	24.1 oz (685g) (Approx.)

Gimbal (camera stabilizer)

Angular Vibration Range	+/-0.01 Degree
Controllable Range	Pan:'+/-90 Degree Tilt: -120 Degree to'+45 Degree
Mechanical Range	Pan:'+/-105 Degree Tilt: -135 Degree to'+60 Degree Roll:'+/-45 Degree

Zoom Camera

Sensor	1/2" CMOS, Effective pixels: 48MP
Lens	Focal length: 21-75 mm (equivalent: 113-405 mm) Aperture: f/2.8-f/4.2 Focus: 5 m to Infinite 5x-16x Optical Zoom

	200x Max. Hybrid Zoom Photo Resolution: 8K
Video Resolution	4K/30fps

Wide Camera

Sensor	12 MP 1/2" CMOS, Effective pixels: 12M
Lens	DFOV (Display Field of View): 84 Degree Focal length: 4.5 mm (equivalent: 24 mm) DFOV: 84 Degree Aperture: f/2.8 Focus: 1 m to Infinite
Video Resolution	4K/30fps

Thermal Camera

Thermal Imager	Uncooled VOx Microbolometer
Lens	DFOV: 64 Degree Focal length: 9.1 mm (equivalent: 40 mm) Aperture: f/1.0 Focus: 5 m to Infinite Resolution: 640 x512 Frame Rate: 30fp
Infrared Temperature Measurement	+/-2 Degree C or +/-2% (using the larger value) (Accuracy)

First Person View (FPV)

FPV (First-Person View) Camera	
Resolution	1920 x 1080
DFOV	161 Degree
Frame Rate	30 fps

Laser Module (Laser Rangefinder)

Range	3 m - 1200 m
Wavelength	905 nm
Max Laser Power	3.5 mW
Single Pulse Width	6 ns
Measurement Accuracy	+/- (0.2 m'+ D x0.15%)D is the distance to a vertical surface
Measuring Range	3-1,200 m (0.5 x12 m vertical surface with 20% reflectivity)

Vision Systems

Obstacle Sensing Range	Forward: 0.6-38 m Upward/Downward/Backward/Sideward: 0.5-33 m
FOV (Field of View)	65 Degree (H), 50 Degree (V)
Operating Environment	Surfaces with clear patterns and adequate lighting (> 15 lux)

Infrared Sensing Systems

Obstacle Sensing Range	0.1 to 10 m
FOV	30 Degree
Operating Environment	Large, diffuse, and reflective obstacles (reflectivity >10%)

Auxiliary Lights

Effective Illumination Distance	5 m
Illumination Type	60 Hz, solid glow

Search Light

Gimbal	3 Axis Stabilized Gimbal
Effective Illumination Distance	492.12' (150m)

Remote Controller

Screen	7 inch or larger with LCD touchscreen with dual control mode, with a resolution of 1920 x1200 pixels, and high brightness of 1200 cd/sq. m
Internal Battery	Type: Li-ion (6500 mAh @ 7.2 V) Charge Type: Supports battery station or USB-C charger maximum rated power 65W (max voltage of 20V) Charge Time: 2 hours Chemical System: LiNiCoAlO2
External Battery	Capacity: 4920 mAh Voltage: 7.6 V Battery Type: Li-ion Energy: 37.39 Wh Chemical System: LiCoO2 (WB37 Intelligent Battery)
Operating Time	Internal Battery: Approx. 3 hours 18 min Internal Battery'+ External Battery: Approx. 6 hours
Ingress Protection Rating	IP54
GNSS	GPS+Galileo+BeiDou
Operating Temperature	-4 Degree to 122 Degree F (-20 Degree to 50 Degree C)

Transmission

Enhanced Transmission	Four built-in antennas Triple channel 1080p video transmission
Operating Frequency	2.4000-2.4835 GHz, 5.725-5.850 GHz
Max Transmission Distance w/o Interface	2.4000-2.4835 GHz: 15 km (FCC); 8 km (CE/SRRC/MIC) (unobstructed, free of interference)
Max Transmission Distance with Interface	Strong Interference (urban landscape, limited line of sight, many competing signals): 1.5-3 km (FCC/CE/SRRC/MIC) Medium Interference (suburban landscape, open line of sight, some competing signals): 3-9 km (FCC); 3-6 km (CE/SRRC/MIC) Weak Interference (open landscape abundant line of sight, few competing signals): 9-15 km (FCC); 6-8 km (CE/ SRRC/MIC) (with interference)

Transmitter Power (EIRP)	2.4 GHz: <33 dBm (FCC); <20 dBm (CE/ SRRC/MIC) 5.8 GHz: <33 dBm (FCC); <14 dBm (CE); <23 dBm (SRRC)
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Wi-Fi

Wi-Fi	
Protocol	Wi-Fi 6
Operating Frequency	2.4000-2.4835 GHz; 5.150-5.250 GHz; 5.725-5.850 GHz
Transmitter Power (EIRP)	2.4 GHz: <26 dBm (FCC); <20 dBm (CE/ SRRC/MIC) 5.1 GHz: <26 dBm (FCC); <23 dBm (CE/ SRRC/MIC) 5.8 GHz: <26 dBm (FCC/SRRC); <14 dBm(CE)

Bluetooth

Protocol	Bluetooth 5.1
Operating Frequency	2.4000-2.4835 GHz
Transmitter Power - Effective, Isotropic Radiated Power (EIRP)	<10 dBm

Battery Station

Input	100-240 VAC, 50/60 Hz
Output	TB30 Battery Port: 26.1 V, 8.9 A (supported up to two outputs simultaneously) WB37 Intelligent Battery: 8.7 V, 6 A
Output Power	525 W Approx. 30 W (when warming up battery)
USB-C port	Max. output power of 65 W
USB-A port	Max. output power of 10 W (5 V, 2 A)
Power Consumption	< 8 W (when not charging battery)
Operating Temperature	-4 Degree to 104 Degree F (-20 Degree to 40 Degree C)
Ingress Protection Rating	P55 (with the cover closed properly)
Charging Time	Approx. 30 min (charging two TB30 batteries from 20%-90%) Approx. 50 min (charging two TB30 batteries from 0%-100%)
Protection Features	Anti-Backflow Protection Short Circuit Protection Over Voltage Protection Over Current Protection Temperature Protection
Dimensions	13.8 x 10.5 x 5.8" (353 x 267 x 148mm)
Weight	8.7 lbs (3.95kg)

Memory Card

Memory Card	UHS Speed Class 3 (U3) 64 GB
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Additional Propellers

Additional Propellers	Minimum of two additional propellers
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Cloud-Based Drone Operations Management Platform

Cloud-Based Drone Operations Management Platform	<p>Ability to track and manage missions, approvals, logs, media, reporting and analytics.</p> <p>Plan</p> <ul style="list-style-type: none">• Mission Creation• Zone Creation• Polygonal 3D Geo-Fencing• Customizable Automated Grids• Zone KML/KMZ Upload• Mission KML/KMZ Importing• Mission Approval Workflow• Mission Map Paths• Map Annotations• Operations Calendar• Weather Integration• FAA LAANC Integration• Corporate Systems Integration <p>Control</p> <ul style="list-style-type: none">• User/Role Management• Pilot Management• Fleet Management• Sensor Management• DIB Management• Zone Management• Mission Management• Media Management <p>Data</p> <ul style="list-style-type: none">• Flight Log Importing• Captured Mission Data Importing• Automatic Captured Media Importing• Analytics Dashboards• Media Metadata Analysis (coming soon)• Pre-Flight Reports• Post-Flight Reports
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User Data Security

User Data Security	SD Card AES Encryption Local Data Mode One-Tap Clear All Device Data AES-256 Video Transmission Encryption Cloud API
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Storage case

Storage Case	Holds drone Holds propellers Holds controller Holds batteries Airline Carry-On Approved Custom-Cut Foam Interior Large, Hinged Top Handle Stay-Open Easy-Access Lid Waterproof, Dustproof & Shock Resistant Automatic Purge Valve, Neoprene O-Ring 2-Phase Latches, Stainless Steel Hinges Padlock Holes, Stay-Position Top Handle Stackable Crushproof Buoyant Design Floats in Water NK-7 Resin
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Accessory Speaker

Interface	USB-C
Rated Power	3 W
Max Volume	110 dB @ 1 m
Effective Broadcast Distance	100 m @ 70 dB
Bit Rate	16 Kbps/32 Kbps
Operating Temperature	14 Degree to 104 Degree F (-10 Degree to 40 Degree C)
Weight	4 ounces maximum

Warranty

Warranty	One year warranty covering defects, damage from accidents, water damage or signal interference with one replacement during they covered period. Option to extend warranty for additional year
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Training

Training	Provide in-person training on the set up and use of the UAV within 30 days after the issuance of the UAV to the recipient agency or at the convenience of the recipient agency.
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----- **END OF SPECIFICATIONS** -----

Division of Criminal Justice Services Summary of Policy and Prohibitions on Procurement Lobbying

Background:

State Finance Law §139-j (6) requires that a Governmental Entity incorporate a summary of its policy and prohibitions regarding permissible Contacts during a covered procurement.

Pursuant to State Finance Law §§139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between a Governmental Entity 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 through final award and approval of the Procurement Contract by the Governmental Entity and, if applicable, 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). The designated staff person, as of the date hereof, is identified on the first page of this solicitation. DCJS 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 4 year period, the Offerer/bidder is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found at the OGS website:

<http://ogs.ny.gov/acpl/>

The Division of Criminal Justice Services' Procurement Lobbying Guidelines are attached. The Offerer /Bidder must comply with applicable provisions of State Finance Law §139-j and §139-k.

GENERAL INFORMATION

NOTICE TO BIDDERS:

Receipt of these bid documents does not indicate that DCJS has pre-determined your company's qualifications to receive a contract award. Such determination will be made after the bid opening and will be based on our evaluation of your bid submission compared to the specific requirements and qualifications contained in these bid documents.

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

1. BID PREPARATION

Prepare your bid on the attached Price Quote Form using indelible ink. Print the name of your company on the Price Quote Form in the block provided. One copy of the bid is required, unless otherwise specified herein.

2. BID DELIVERY

Bidders assume all risks for timely, properly submitted deliveries. Bidders are strongly encouraged to arrange for delivery of bids to DCJS **prior to** the date of the bid opening. **Bids submitted via e-mail or fax are not acceptable and will not be considered.**

3. PROPOSAL REQUIREMENTS

To be eligible, bidders are required to submit a completed proposal in conformance with the format and content requirements set forth herein, and the required documents as follows:

- a. Price Quote Form
- b. Encouraging NYS Business Form
- c. Non-Collusive Bidding Certification

BID PROPOSAL – COST AND CHECKLIST

Company _____ Date _____

The above Bidder agrees to supply for ten (10) separate Unmanned Aerial System (UAS) DJI Matrice/Mavic Packages and Phantom in accordance with the terms, conditions and specifications of this solicitation. Total Bid Price includes all costs, customs, duties and charges and are net, F.O.B destination and include all costs necessary to produce the product as specified, including delivery and Additional Package Items:

Price Quote Form

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

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Bidders Name:
Federal ID Number:

The vendor must offer a UAV that meets the minimum standards for each component listed: aircraft, flight battery, gimbal (camera stabilizer), zoom camera, wide camera, thermal camera, FPV (first-person view) camera, laser module (laser rangefinder), vision systems, infrared sensing systems, auxiliary lights, search light, remoter controller, transmission, wi-fi, Bluetooth, battery station, memory card, additional propellers, cloud-based drone operations management platform, user data security, storage case, accessory speaker, warranty and in-person training on the set up and use of the UAV. Bidders must provide a detailed description for each component that is compatible with the specifications listed above under Product Specifications.

Unit Price

\$ _____/10 UAVs

Please note: Your bid price should contemplate all anticipated costs

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

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

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

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

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

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

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

_____ **Yes** _____ **No**

If **Yes**, identify New York State businesses that will be used and attach identifying information.

**NON-COLLUSIVE BIDDING CERTIFICATION REQUIRED BY
SECTION 139-D OF THE STATE FINANCE LAW**

SECTION 139-D. Statement of Non-Collusion in bids to the State:

BY SUBMISSION OF THIS BID, BIDDER AND EACH PERSON SIGNING ON BEHALF OF BIDDER CERTIFIES, AND IN THE CASE OF JOINT BID, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OF PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:

[1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes 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.

A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WHERE [1], [2], [3] ABOVE HAVE NOT BEEN COMPLIED WITH: PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FOREGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT.]

Subscribed to under penalty of perjury under the laws of the State of New York, this ____ day of

_____, 20__ as the act and deed of said corporation of partnership.

IF BIDDER(S) ARE A PARTNERSHIP, COMPLETE THE FOLLOWING:

Identifying Data

Potential Contractor:

Address:

Phone Number:

Title: _____ If applicable, responsible Corporate Officer

Name: _____

Signature Joint or combined bids by companies or firms must be certified on behalf of each participant.

Legal name of person, firm or corporation

Legal name of person, firm or corporation

Name

Name

Title

Title

Address

Address

Address

Address

EVALUATION PROCESS

After the bid opening, proposals will be screened for completeness and conformance with DCJS requirements of the bid submission. At this point, any proposal may be denied further consideration if it does not meet the requirements.

METHOD OF AWARD

Award will be made to the lowest responsive and responsible bidder meeting all Minimum Requirements outlined in this IFB. In the event of tie bids, the Director of Finance shall make the final determination.

For **evaluation purposes only**, we will assume the following orders during the contract period:

The vendor will initially provide a minimum of 10 UAVs including all required equipment to recipient agencies.

Your bid price should contemplate all anticipated

GENERAL CONDITIONS AND CONTRACT REQUIREMENTS

A. Timetable:

Contract Reporter notice: 08/14/2023
Responses Due: 09/05/2023 4:00 P.M.

Sealed bids will be received by the issuing officer for services specified herein under the terms and conditions of the proposal. **No bid will be considered if received after 4:00 pm on 09/05/2023.** DCJS assumes no responsibility for delivery delays and will not consider proposals arriving after this day and time. Each bid should be submitted in an envelope clearly marked as "**SEALED BID/PROPOSAL DCJS CJS IFB 2023-02**".

B. Issuing Officer:

Proposals must be submitted to the Finance Office address below to be considered eligible for the bidding process. All other proposals will be rejected.

Sarah Medina , Assistant Director of Finance Administration
New York State Division of Criminal Justice Services Alfred E. Smith Office Building
80 South Swan Street
Albany, New York 12210

C. Bidding Practices (Appendix C) Non-collusive bidding certification: (Reference: State Finance Law Section 139-d and Appendix A, Clause 7):

Each bidder shall submit, as part of the proposal, a completed copy of the Bidding Practices Certificate. This will certify that, to the best of the bidder's knowledge and belief:

The prices in the 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;

Unless otherwise required by law, the prices which have been quoted in the bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, to any other bidder or to any competitor prior to completion of the selection process; and

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.

A bid shall not be considered for award, nor shall any award be made where the above conditions have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where the above conditions have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the State, public department or agency to which the bid is made, or his designee, determine that such disclosure was not made for the purpose of restricting competition (Section 139-d of the State Finance Law).

The fact that a bidder has published price lists, rates, or tariffs covering items or services being procured, has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or has sold the same items to other customers at the same prices being bid, does not constitute a disclosure within the meaning stated above.

D. IFB Documents

DCJS will make no allowance or concession to a bidder for any alleged misunderstanding or deception because of quantity, character or other conditions. The bid price is to cover the cost of furnishing all of the services specified in the bid specifications to the satisfaction of DCJS and the performance of all work set forth in specifications.

E. Contract Period and Renewal

It is anticipated there will be one three-year initial contract with the winning vendor with no cost escalations, with the option of 2 one-year extensions through contract amendments. Prices or discounts quoted are to be firm for the entire period of the three-year contract.

F. Reserved Rights

DCJS reserves the right to:

- a. Reject any or all proposals received in response to this IFB and to reissue a modified version this IFB;
- b. Amend IFB specifications to correct errors or oversights, or to supply additional information as it becomes available;
- c. Direct the bidder to submit proposal modifications addressing subsequent IFB amendments issued as per #2 above;
- d. Make typographical corrections to proposals, with the concurrence of the bidder;
- e. Correct computational errors with the written concurrence of the bidder;
- f. Change any of the scheduled dates stated herein.
- g. Eliminate any mandatory specification that cannot be complied with by any of the prospective bidders;
- h. At any time prior to contract execution withdraw or award the IFB in whole or in part;
- i. At any time prior to contract execution, accept or reject any and all proposals, or separable portions

- j. of proposals, and waive minor irregularities and/or omissions in proposals if the State determines the best interests of the State will be served;
- k. In its sole discretion, accept or reject illegible, incomplete, or vague bids, and its decision shall be final;
- l. During the evaluation process, at its sole option, seek clarification from an offerer for the purpose of assuring DCJS's full understanding of the offerer's responsiveness to the IFB requirements. This clarification information, if required in writing by DCJS, must be submitted in writing in accordance with the formats as prescribed by DCJS at the time it is requested by DCJS, and if received by the due date requested, shall be included as a formal part of the offerer's proposal. Failure to provide required information by the specified due date may result in rejection of the offerer's proposal;
- m. Award a contract for any or all parts of a proposal and negotiate contract terms and conditions to meet agency program requirements consistent with the solicitation;
- n. Consider all offerers' proposals firm and binding for a period of at least 180 days from the Bid Proposal Due date, or until such time as a contract resulting from this RFP is approved by the NYS Comptroller; and
- o. Elect to award a contract to one responsive and responsible offerer.

G. Compliance with Workers Compensation Law

In accordance with sections 57 and 220(8) of the Workers' Compensation Law, the selected bidder agrees to provide proof of compliance with workers' compensation law requirements.

H. Compliance with Tax Law Requirement

Upon selection, bidder will be required to complete the Contractor Certification form ST-220 CA. See NYS Taxation and Finance web page at <http://www.tax.ny.gov>. Submission must include original signature.

I. Vendor Responsibility

Vendors are invited to file the required Vendor Responsibility Questionnaire online via the New York State VendRep System or may choose to complete and submit a paper questionnaire. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at <http://www.osc.state.ny.us/vendrep/> or go directly to the VendRep System at https://www.osc.state.ny.us/vendrep/info_vrsystem.htm.

For direct VendRep System user assistance, the OSC Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at ITServiceDesk@osc.state.ny.us. Vendors opting to file a paper questionnaire can complete the Vendor Responsibility Questionnaire.

J. Debriefing Request

DCJS shall provide an opportunity for debriefing upon request which must be received by DCJS not later than ten business days following notification of proposed award or non-award notification.