KATHY HOCHUL
Governor

WILLOW BAER
Acting Commissioner

OPWDD Contract Management Unit on behalf of:

Capital District Developmental Disabilities State Operations Office

2025-2030 Community Plumbing Services in Albany, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, and Washington Counties

CAP 112624

Invitation for Bid

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ADDITIONAL REQUIRED FORMS (MUST BE SUBMITTED WITH BID OR WITHIN 3 BUSINESS DAYS OF REQUEST BY OPWDD. FAILURE TO SUBMIT THESE FORMS WILL RESULT IN BID DISQUALIFICATION):

ATTACHMENT 1: References
ATTACHMENT 2: Vendor Responsibility Questionnaire

REFERENCE MATERIAL

Contract Template with Appendix A & Supplement

1. Introduction

The New York State Office for People with Developmental Disabilities (hereinafter "OPWDD") has the authority to provide care, treatment, rehabilitation, education, training and support services to developmentally disabled persons. OPWDD is also empowered to take all actions necessary, desirable, and proper to carry out its purposes and objectives within budgetary amounts made available by appropriations. Capital District Developmental Disabilities State Operations Office (hereinafter "OPWDD") is an agency of OPWDD serving Albany, Fulton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, and Washington counties.

OPWDD contracts with numerous organizations to provide these required services and other physical benefits. Such contracts may be with not-for-profit or for-profit organizations as well as with other governmental organizations.

2. Designated Contact Person(s) For Inquiries & Submission

Felicia DeHaan, CMS 1 for
Shannon Collings, CMS 2
Laura Pushkarsh, CMS 2
Deborah Klase, CMS 3
OPWDD Contract Management Unit
26 Center Circle
Wassaic, New York 12592-2637
Phone: 845-877-6821 x3344 Fax: 845-877-3004
eny.nyc.li.contracthub@opwdd.ny.gov

3. Timetable of Proposal Due Dates

IFB Release Date	16 October 2024
Final Date for Receipt of Questions	30 October 2024
Official Responses to Questions By	12 November 2024
Proposal Due Date – Bid Opening*	**3:00PM, 26 November 2024**
Evaluation & Selection	20 December 2024
Notification of Awards	20 December 2024
Contract start date (subject to change)	01 May 2025

*Bid Opening to be via Web Ex. Please see page 6, Section 13.A. (4) for details.

OPWDD has sole discretion to change the above dates.

4. Objective of this IFB

The purpose of this IFB is to contract with responsive and responsible vendors interested in performing the tasks and services described within the section of this IFB identified as "Qualifications & Scope of Work."

5. General Description of Services

This IFB is for interested bidders to submit a bid for Community Plumbing Services for OPWDD sites, according to the specifications, terms and conditions as enumerated in "Scope of Work" of this IFB.

6. Site Inspections

It is the Bidders obligation to visit any and all sites they wish to bid on. OPWDD will make **no allowance or concession** to the Bidder for any alleged misunderstanding or deception because of quality, character, location, or other conditions. It is the responsibility of the bidder to know the site(s) requirements based upon the service being requested. The telephone number for each site has been provided. It is the Bidders responsibility to set up an appointment with each House Manager to determine the specific requirements of all aspects of the sites in relation to the service to be provided.

7. Notice to Potential Bidders

Receipt of these bid documents does not indicate OPWDD has pre-determined any vendor qualifications to receive a contract award. Such determination will be made after the bid opening and will be based upon an evaluation of all bid submissions and compared to the specific requirements and qualifications contained in these bid documents.

8. Term of the Contract

The term of this contract will be defined in the Contract Agreement, but is anticipated to be a five year contract, unless an amendment is mutually agreed upon by both parties and approved by the Office of the State Comptroller (OSC).

9. Payment

Prices are to remain constant for the initial year of the contract. Approaching every contract anniversary date, the Contractor may request, or OPWDD give notice of, an annual price adjustment for the subsequent year. The request or notice must be submitted in writing between 30 days and 60 days prior to the contract anniversary date. OPWDD has the sole discretion in determining the rate to be approved. The adjustment shall be based upon the most recently available, "CPI-U", not seasonally adjusted, Northeast Region, all items, with the adjustment calculated on a 12-month

percent change based on the month 60 days prior to the contract anniversary. Any price adjustment shall not exceed 3.0% per annum.

10. 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.

Pursuant to § 9 (A), 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.

Pursuant to § 9 (A), Contractor and its subcontractors must provide OPWDD with a certified payroll when submitting an invoice for payment.

11. Subcontracting

No Subcontracting of services is allowed with this IFB without written permission of OPWDD. For further information, please see section 14 J.

12. Insurance

The Contractor agrees that without expense to the State, insurance will be maintained during the period of the proposal and contract, insurance of the kinds and in the amounts indicated, with insurance companies authorized to do such business in the State of New York, covering all operations under this proposal and contract.

A. The Contractor shall furnish to OPWDD a Certificate or Certificates in a form satisfactory to the Agency, showing compliance with the requirements of this section. The State of New York Office for People with Developmental Disability will be expressly named as additional insured on each policy in accordance with above. Certificates of insurance should be forwarded to the OPWDD with the signed agreement and thereafter annually on the contract anniversary date. Certificates shall state the policies shall not be changed or cancelled until 30 days written notice has been given to OPWDD. Required insurances are:

   (1) A policy covering the obligations of the successful bidder in accordance with the Workers' Compensation Law. The contract shall be void and of no effect unless the successful bidder procures such policy and maintains it during the period of the contract. The Workers Compensation Board website can be found here: www.wcb.ny.gov/

   (2) Policies covering bodily injury, liability and property damage of the types hereinafter specified, each with limits of liability not less than $1,000,000.00 for all damages arising out

of bodily injury, including death at any time resulting there from, sustained by one person in any one accident, and subject to that limit for that person, and not less than $2,000,000.00 for all damages arising out of bodily injury, including death at any time resulting there from, sustained by two or more persons in any accident and not less than $2,000,000.00 for all damages arising out of injury or destruction of property.

a. Contractor's liability insurance issued to and covering the liability of the successful bidder with respect to all work performed by them under the proposal and the contract.

b. Protective liability insurance issued to and covering the liability of the people of the State of New York with respect to all operations under this proposal and the contract, by the successful bidder, including omissions and supervisory acts of the State.

13. Submission of Proposals

A. Submission Requirements

One (1) original Bidder **Cost Proposal Form** is required to submit a bid. All proposals in response to this IFB must be received by OPWDD no later than the proposal due date and time.

One (1) original of each additional required form, as listed on page 2 (References and Vendor Responsibility Questionnaire), must be received either by the proposal due date or within 3 business days of request by OPWDD. It is strongly recommended that these additional forms are submitted by the proposal due date. Failure to submit the forms as specified above will result in the bid being disqualified.

(1) **Overnight delivery can take a minimum of two (2) business days to be received by OPWDD. Bidders mailing their responses must allow sufficient mail delivery time to ensure receipt of their proposals by the Bid Opening Date listed on the cover page. Do not depend upon an expedited, "early AM," or similar delivery service to timely deliver to OPWDD.**

(2) All proposals should be submitted in a sealed envelope with ***the following information clearly displayed on the exterior of the packaging:*** **Bidder's name and address; "Sealed Bid" with the IFB title; Proposal Due Date**

(3) Proposals should be **mailed** or **hand delivered** to the following address:

OPWDD
Contract Management Unit – **IFB: CAP 112624**
C/O Felicia DeHaan, CMS 1
26 Center Circle, Building 58, Service Building
Wassaic, New York, 12592-2637

(4) Bid Opening will be done via Web Ex following standard formal bid opening procedures. If bidders wish to "attend", they may do so by calling: **1-518-549-0500 at**

3:00PM, 26 November 2024. Bidders will be asked for an ATTENDEE CODE. **Enter 161 259 6098 followed by the # sign.** Bidders may also join by following the link below: https://meetny.webex.com/meetny/j.php?MTID=m0fbd996e7cf03d6a11403aa78ad66871

All proposals and accompanying documentation become the property of OPWDD and ordinarily will not be returned.

B. References

OPWDD may request bidders to submit work references that will verify that the bidder or its principals have at least three (3) years of relevant experience to complete the work as listed in Qualifications and Scope of Work. Upon request, bidders will have 3 business days to submit such references.

C. Late Bids

Any Bid received at the specified location after the time specified will be considered a late Bid. A late Bid shall not be considered for award unless: (i) no timely Bids meeting the requirements of the Bid Documents are received or, (ii) in the case of a multiple award, an insufficient number of timely Bids were received to satisfy the multiple award; and acceptance of the late Bid is in the best interests of the Authorized Users. Delays in United States mail deliveries or any other means of transmittal, including couriers or agents of the Authorized User 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. Determinations relative to Bid timeliness shall be at the sole discretion of OPWDD. **No late proposals will be considered if the delay in submission results from the fault of the bidder or from any factor within the direct or indirect control of the bidder.**

14. Procurement Information, Mandatory Requirements

A. Procurement Lobbying Law Requirements pursuant to State Finance Law §§ 139-j and 139-k

Effective January 1, 2006: Pursuant to State Finance Law §§ 139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between OPWDD and Bidder during the procurement process. A Bidder is restricted from making contact from the earliest Notice of Intent to Solicit Offers through final award and approval of the Procurement Contract by OPWDD and, if applicable, the Office of the State Comptroller (OSC), to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law § 129-j (3)(a). Designated staff, as of the date hereof, is (are) identified in this solicitation.

The designated contact person is listed in Section 2, 'Designated Contact Person(s) For Inquiries & Submission' of this solicitation. The Restricted Period for this procurement begins with the date of the advertisement in the NYS Contract Reporter and will end when the NYS Office of the State Comptroller has approved the contract. All contact

during the Restricted Period regarding this procurement must be made with the OPWDD designated contact person.

OPWDD employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award. In the event of two findings within a four-year period, the Bidder is debarred from obtaining governmental Procurement Contracts. Bidders will be informed in writing of any preliminary OPWDD finding of non-responsibility and will be afforded administrative due process prior to a final determination being made.

B. Questions Regarding this Procurement

All questions regarding this procurement must be submitted in writing, by fax, mail, or e-mail to the contact person listed in **Section 2, 'Designated Contact Person(s) For Inquiries & Submission'** of this solicitation. Questions that are emailed must be submitted via email address to eny.nyc.li.contracthub@opwdd.ny.gov, and should reference the IFB title name and number in the subject line of the email.

OPWDD will post official answers to the questions to the Contract Reporter and the OPWDD website by the date indicated in **Section 3, 'Timetable of Proposal Due Date'.**

If a bidder discovers a possible error in this IFB, immediately notify the contact person indicated in **Section 2 'Designated Contact Person(s) for Inquiries & Submission'**, of such error and request clarification, correction or modification to this document via email address eny.nyc.li.contracthub@opwdd.ny.gov. All inquiries concerning corrections must reference the IFB title and number in the subject line of the email, and cite the particular bid section and paragraph number in the body of the email. Prospective Bidders should note that any such notice must be given, and all clarification and exceptions including those relating to the term and conditions are to be resolved prior to the proposal submission deadline. If there is a substantial error, the entire bidders list will be notified and the IFB change will be posted on the Contract Reporter, as well as e-mail replies to all bidders. OPWDD shall make IFB modifications, provided that such modification would not materially benefit or disadvantage any particular bidder.

C. OPWDD Rights

(1) OPWDD reserves the right to use any and all ideas presented in any response to the IFB. Selection or rejection of any proposal does not affect this right. OPWDD shall also have unlimited rights to disclose or duplicate, for any purpose whatsoever, all information or other work product developed, derived, documented or furnished by the Bidder under any agreement resulting from this IFB.

(2) In the event of contract award, all documentation produced as part of the contract will become the exclusive property of OPWDD. OPWDD reserves a royalty free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use such documentation and to authorize others to do so.

(3) OPWDD reserves the right to:

a. Reject any or all proposals received in response to this IFB (Invitation for Bid);
b. Withdraw the IFB at any time, at the agency's sole discretion;
c. Make an award under the IFB in whole or in part;
d. Disqualify any Bidder whose conduct or proposal fails to conform to the requirements of this IFB. Selection may also include such issues as past performance;
e. Seek clarifications and revisions of proposals;
f. Use proposal information obtained through site visits, management interviews and the State's investigation of a bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the bidder in response to the agency's request for clarifying information in the course of evaluation and/or selection under the IFB;
g. Bidders are cautioned to verify their Bids before submission, as amendments to Bids or requests for withdrawal of Bids received by the Commissioner after the time specified for the Bid opening, may not be considered;
h. ***Prior to the bid opening***, amend the IFB specifications to correct errors or oversights, or to supply additional information, as it becomes available;
i. ***Prior to the bid opening***, direct bidders to submit proposal modifications addressing subsequent IFB amendments;
j. Change any of the scheduled dates, including start dates, stated herein upon notice to the Bidders;
k. Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective bidders;
l. Waive any requirements that are not material;
m. Negotiate with the successful bidder within the scope of the IFB in the best interests of the state;
n. Conduct contract negotiations with the next responsible bidder, should the agency be unsuccessful in negotiating with the selected bidder;
o. Utilize any and all ideas submitted in the proposals received;
p. Unless otherwise specified in the solicitation, every offer is firm and not revocable for a period of 60 days from the bid opening; and,
q. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a bidders proposal and/or to determine a bidders compliance with the requirements of the solicitation.

D. Incurred Costs

The State of New York shall not be liable for any costs incurred by a Bidder in the preparation and production of a proposal. Any work performed prior to the issuance of a fully executed contract or delivery of an order by OPWDD to the Contractor will be done only to the degree the Contractor voluntarily assumes the risk of nonpayment.

E. Content of Proposals

To be considered responsive, a Bidder should submit complete proposals that satisfy all the requirements stated in this IFB. Proposals that do not include the listed required forms may be rejected as nonconforming.

F. Period of Validity

Each Bidder's Proposal must include a statement as to the period during which the provisions of the proposal will remain valid. All elements of the bid and proposal shall remain in effect for a minimum of 180 days.

G. Notice of Award, Debriefing and Bid Protests

(1) The successful Bidder or its agent shall not make any news releases or any other disclosure relating to this contract award without the explicit approval of OPWDD.

(2) OPWDD will notify all unsuccessful Bidders, at or about the time of bid award, of the fact that their proposals were not selected. Each unsuccessful Bidder may at that time request a debriefing by OPWDD as to why its proposal was not selected. The scope of such debriefings will ordinarily be limited to the strengths and weaknesses of the individual Bidder's proposal unless the contracts resulting from this procurement have been approved by OSC.

(3) Bidders wishing to file protest of the awarding of a bid(s) must notify OPWDD, in writing, of their intent to protest the award within ten (10) working days of their receipt of notice of non-award. The protest should identify the name and number of the IFB and the award date; indicate the bidder's interpretation as to why they feel they were denied the award (i.e., summarize the deficiencies identified during the debriefing) and state their justification for the bid protest. Bid protests must be mailed to NYS OPWDD, Contract Management Unit, 44 Holland Avenue, 3rd Floor, Albany, New York 12229-0001.

H. Public Information Requirements / Confidentiality / Publication Rights

(1) All the proposals upon submission will become the property of OPWDD. Materials / documents produced by the Contractor in the fulfillment of its obligations under contract with OPWDD become the property of OPWDD unless prior arrangements have been made with respect to specific documents.

(2) OPWDD will have the right to disclose all or any part of a proposal to public inspection based on its determination of what disclosure will serve the public interest. Upon approval of the contract by OSC, all terms of the contract become available to the public.

(3) Prospective Bidders are further advised that, except for trade secrets and certain personnel information (both of which OPWDD has reserved the right to disclose), all parts of proposals must ultimately be disclosed to those members of the general public making inquiry under the New York State Freedom of Information Law (NYS Public Officers Law article 6) although proposal contents cannot ordinarily be disclosed by OPWDD prior to bid award.

a. Should a Bidder wish to request exception from public access to information contained in its proposal, the Bidder must specifically identify the information and explain in detail why public access to the information would be harmful to the Bidder. Use of generic trade secret legends encompassing substantial portions of

the proposal or simple assertions of trade secret interest without substantive explanation of the basis therefore will be regarded as non-responsive requests for exception from public access will not be considered by OPWDD in the event of a Freedom of Information request for proposal information is received

(4) The bidder and OPWDD agree that all communications, until the effective date of the contract, shall be made in confidence, shall be used only for purposes of the contract, and that no information shall be disclosed by the recipient party except as required by Federal or State law.

(5) The bidder shall treat all information, in particular information relating to OPWDD service recipients and providers, obtained by it through its performance under contract, as confidential information, to the extent that confidential treatment is provided under New York State and Federal law, and shall not use any information so obtained in any manner except as necessary to the proper discharge of its obligations and securement of its rights hereunder. Bidder is responsible for informing its employees of the confidentiality requirements of this agreement.

(6) The Contractor may not utilize any information obtained via interaction with OPWDD in any public medium (media-radio, television), (electronic-internet), (print-newspaper, policy paper, journal/ periodical, book, etc.) or public speaking engagement without the official prior approval of OPWDD Senior Management. Contractors bear the responsibility to uphold these standards rigidly and to require compliance by their employees and subcontractors. Requests for exemption to this policy shall be made in writing, at least 14 days in advance, to OPWDD Contract Management Unit, 44 Holland Avenue (3rd Floor), Albany, New York 12229.

(7) The Contractor agrees that no brochure, news/media/press release, public announcement, memorandum, or other information of any kind regarding the Contract shall be disseminated in any way to the public, nor shall any presentation be given regarding the Contract without the prior written approval of the OPWDD, which written approval shall not be unreasonably withheld or delayed provided, however, that Contractor shall be authorized to provide copies of the Contract and answer any questions relating thereto to any State or federal regulators or, in connection with its financial activities, to financial institutions for any private or public offering.

I. Affirmative Action

(1) OPWDD is in full accord with the aims and effort of the State of New York to promote equal opportunity for all persons and to promote equality of economic opportunity for minority group members and women who own business enterprises, and to ensure there are no barriers, through active programs, that unreasonably impair access by Minority and Women-Owned Business Enterprises (M/WBE) to State contracting opportunities. OPWDD encourages business that are minority or woman owned, to become certified with Empire State Development.

(2) Prospective Bidders to this IFB are subject to the provisions of Executive Law article 15-A and regulations issued there under.

(3) Any contract in the amount of $25,000 or more which is awarded as a result of this IFB will be subject to all applicable State and Federal regulations, laws, executive orders and policies regarding affirmative action and equal employment opportunities.

(4) All awardees are required to comply with OPWDD's Minority and Woman-Owned Business Enterprises (M/WBE) policy. For details on requirements and procedures, including documentation required for this solicitation, please refer to the Appendix A-Supplement.

J. Prime Contractor's Responsibility

In the event the selected Bidder's proposal includes services provided by another firm, it shall be mandatory for the selected Bidder to assume full responsibility for the delivery for such items offered in the proposal. In any event, OPWDD will contract only with a Bidder, not the Bidder's financing institution or subcontractors. OPWDD reserves the right to review and approve all potential subcontractors. For subcontracts valued at $100,000 and over, the subcontractors must demonstrate financial integrity and stability. In these instances, the subcontractor must complete and execute a Vendor Responsibility Questionnaire. OPWDD shall consider the selected Bidder to be the sole responsible contact with regard to all provisions of the contract resulting from this IFB.

K. Public Officer's Law Requirements

All Bidders and their employees must be aware of and comply with the requirements of the New York State Public Officers Law, and all other appropriate provisions of New York State Law and all resultant codes, rules and regulations from State laws establishing the standards for business and professional activities of State employees and governing the conduct of employees of firms, associations and corporations in business with the State, and for applicable Federal laws and regulations of similar intent. In signing the proposal, each Bidder guarantees knowledge and full compliance with those provisions for any dealings, transactions, sales, contracts, services, offers, relationships, etc. involving the State and/or State employees. Failure to comply with those provisions may result in disqualification from the bidding process and in other civil or criminal proceedings as may be required or permitted by law. Public Officers' Law § 73 bars former State officers and employees from appearing, practicing, or rendering any services for compensation in relation to any matter before their former State agency for a period of two years from their date of termination. Additionally, there is a permanent bar against any such activity before any state agency in relation to any case, application, proceeding or transaction with which such officer or employee was directly concerned and personally participated or which was under his/her active consideration.

L. Omnibus Procurement Act

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 the Department of Economic Development, Division for Small Business, Albany, New York 12245, Tel. 518.292.5100, Fax: 518.292.5884, email: opa@esd.ny.gov.

A directory of certified minority and women-owned business enterprises is available from the NYS Department of Economic Development, Minority and Women's Business Development Division, 633 Third Avenue, New York, New York 10017, Tel. 212.803.2414, email: mwbecertification@esd.ny.gov
website: http://esd.ny.gov/MWBE/directorySearch.html

M. Contract Execution

Awards are not final and the resultant contract is not considered executed and binding until approved by the New York State's Attorney General and Office of State Comptroller (OSC).

N. Vendor Responsibility Questionnaire

State agencies are required under State Finance Law § 163 (3) (a) (ii), to ensure that contracts are awarded to responsible vendors. Such requirements include, but are not limited to, the Bidder's qualifications, financial stability, and integrity. The Vendor Responsibility Questionnaire is required for contracts $100,000 and over. OPWDD will require a complete Vendor Responsibility Questionnaire with your bid proposal if the contract resulting from this procurement is valued at $100,000 and over. Vendors/not-for-profit provider agencies are able to file the Vendor Responsibility Questionnaire (VRQ) 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 www.osc.state.ny.us/vendrep.

O. Health Information Portability and Accountability Act (HIPAA)

The Federal Department of Health and Human Services (HHS) established HIPAA Standards for Privacy of Individually Identifiable Health Information (The Privacy Rule). The Privacy Rule (45 CFR Part 160 and Subparts A and E of Part 164) provides the first comprehensive federal protection for the privacy of health information. The Privacy Rule is carefully balanced to provide strong privacy protections that do not interfere with patient access to, or the quality of, health care delivery. HIPAA has an impact upon how OPWDD and contractors will deal with protected health information of our consumers. Likewise, State Mental Hygiene Law § 33.13 requires disclosure of clinical records to be limited to that information necessary for health care providers to administer treatment.

P. General Duties and Additional Responsibilities

Maintain a level of cooperation with OPWDD necessary for the proper performance of all contractual responsibilities. Agree that no aspect of bidder performance under the Agreement will be contingent upon State personnel, or the availability of State resources, with the exception of all proposed actions of the bidder specifically identified in the Agreement as requiring OPWDD's approval, policy decisions, policy approvals, exceptions stated in the Agreement or the normal cooperation which can be expected in such a contractual relationship or the equipment agreed to by OPWDD as available for the project completion. Cooperate fully with any other contractor that may be engaged by OPWDD.

Agree to meet periodically with OPWDD representatives to resolve issues and problems. Recognize and agree that any and all work performed outside the scope of the Agreement or without consent of OPWDD shall be deemed by OPWDD to be gratuitous and not subject to charge by the bidder.

Q. NYS Information Security Breach and Notification Act (NYS Technology Law, § 208)

"Contractor shall comply with the provisions of New York State Information Security Breach and Notification Act (General Business Law § 889-aa; State Technology Law § 208). Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Contractor's agents, officers, employees, or subcontractors."

The "New York State Information Security Breach and Notification Act" requires entities that conduct business with New York State and own or license "private" data to notify state residents affected by any security breach that results in unauthorized acquisition of the data. "Private" data is defined as unencrypted computerized information that can identify the individual, combined with one of the following data elements: (a) social security number, (b) driver's license or non-driver identification number" or (c) financial account information such as credit card or debit cards numbers in combination with access codes or PIN numbers. (Private data is considered unencrypted when either identifying information or the data element is not encrypted or is encrypted with a key that has been acquired).

The Act authorizes the State Attorney General to sue a business violating the statute in order to recover damages for actual costs or losses, including consequential financial losses incurred by persons entitled to notification. If a business engages in knowing or reckless violations, the court can impose a civil penalty of the greater of $5,000 or $10 per instance of failed notification up to $150,000. The remedies provided by this section shall be addition to any lawful remedy available, possibly permitting private actions.

R. Nondiscrimination in Employment in Northern Ireland: MacBride Fair Employment Principles

In accordance with State Finance Law § 165, 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 in the bidder interest has no business operations in Northern Ireland. If the bidder or any of its aforementioned affiliations has business operations in Northern Ireland, then they shall take lawful steps in good faith to conduct any business operations that it has 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.

S. Bidder's Certification of Compliance with State Finance Law § 139-k (5)

In accordance with New York State Finance Law § 139-k (5), the bidder, by submission of this bid, certifies that they are subject to the provisions of State Finance Law §§ 139-k and 139-j and all information provided to OPWDD with respect to State Finance Law § 139-k is complete, true, and accurate.

T. Bidder's Affirmation of Understanding and Agreement pursuant to State Finance Law § 139-j (3) and § 139-j (6)(b)

The bidder, by submission of this bid, certifies that it understands and agrees to comply with the procedures of OPWDD as it relates to permissible contracts as required by State Finance Law 139-j (3) and 139-j (6)(b).

U. Bidder Disclosure of Prior Non-Responsibility Determinations

New York State Finance Law § 139-k (2) obligates the Office for People With Developmental Disabilities (OPWDD) to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law §163(9). In accordance with State Finance Law § 139-k, bidders must disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law § 139-j or (b) the intentional provision of false or incomplete information to a Governmental Entity. State Finance Law § 139-j sets forth detailed requirements about the restrictions on contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible contact during the restricted period (e.g., contacting a person or entity other than the designated contact person(s), when such contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law § 139-k (3) mandates consideration of whether a bidder fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any bidder that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the bidder is necessary to protect public property or public health safety, and that the bidder is the only source capable of supplying the required Article of Procurement within the necessary timeframe.

The bidder, by submission of its bid certifies that no government entity has made a finding of non-responsibility regarding the individual or entity seeking to enter into this procurement contract. If the individual or entity has had a finding of non-responsibility due to a violation of State Finance Law 139-j or due to the intentional provision of false or incomplete information submitted to a government entity, then the said individual or entity must provide a detailed statement regarding the finding.

Additionally, the bidder by submission of its bid certifies that no government entity has ever terminated or withheld a procurement contract from the individual or entity seeking to enter into this procurement contract due to the intentional provision of false or incomplete information. If the individual or entity has been terminated or withheld from a procurement contract, then said individual or entity must provide a detailed statement regarding the finding.

V. Non-Collusive Bidding Certification

In accordance with State Finance Law § 139-d, the bidder by submission of this bid certifies that they and each person signing on behalf of the bidder certifies, and in the case of joint proposal, 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 proposal 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, and

2. Unless otherwise required by law, the prices which have been quoted in this proposal 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 proposal for the purpose of restricting competition.

W. Public Officers Law Certification

In accordance with Public Officers Law § 73(4)(a)(i) no State employees shall sell any goods or services having a value in excess of twenty-five dollars to any State agency, unless such goods and services are provided pursuant to an award or contract letter after public notice and competitive bidding.

By submission of this bid, the bidder certifies that no employee, owner or individual otherwise associated with the bidder was ever a New York State officer or employee, or if they were ever or currently a New York State officer or employee, their organization pursued and awarded this contract through a competitive bidding process in compliance with the Public Officers Law 73(4)(a)(i).

Public Officers Law § 73(8)(a)(i) provides that no person who has served as a State officer or employee shall, within a period of two years after termination of such service or employment, appear or practice before such State agency or receive compensation for any services rendered by such former officer or employee on behalf of any person, firm, corporation, or association in relation to any case, proceeding, or application or other matter before such agency.

By submission of this bid, the bidder certifies that no employee, owner or individual otherwise associated with the bidder was ever a New York State officer or employee, or they are formerly a New York State officer or employee and any past employment with the State occurred prior to the two-year prohibition period and as a result their organization is in compliance with the Public Officers Law (8)(a)(i).

X. Bidder's Affirmation of Understanding Pursuant to State Labor Law § 201-g

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

15. Consumer Safety Information

OPWDD provides services to individuals exhibiting Pica, which is a medical disorder characterized by an appetite for largely non-nutritive substances, e.g., cigarette butts, paper, gum, etc. Attention to the sanitation and cleanliness of the areas surrounding OPWDD's state operated program sites and residential buildings is very important to the health and safety of those we serve. Please ensure care is taken to properly dispose of cigarette butts and rubbish while on OPWDD property.

OPWDD property has special receptacles for cigarette butt disposal. Contractor and subcontractor employees shall use these receptacles and throw trash in garbage cans or dumpsters. Compliance with this policy is appreciated.

16. Consultant Disclosure

Effective June 19, 2006, contractors doing business with the State of New York in a "consulting" capacity will be required to file forms disclosing, by employment category, the number of persons employed by them and their subcontractors (if any) as a consulting firm or an individual consultant; the number of hours worked; and the monetary compensation received from the State of New York for work performed by these employees. Reporting will be required via the utilization of two separate forms – "Form A" and "Form B".

In general, however, Form A is to be completed once upon initial contract award and is used to report "planned employment". Form B is required annually and reports on "actual employment figures" for the preceding state fiscal year. The New York State fiscal year commences on April 1st and concludes on March 31st.

17. Evaluation Criteria: Method of Award

A. Contract Award

OPWDD will select the responsible and responsive bidder that will provide the lowest Total Annual Estimated Combined Cost for each lot. There are six (6) lots to bid on. Each lot will be evaluated separately. Bidders may bid on one or more lots. A bidder may be awarded one or more lots. Multiple contracts may be awarded. All sites included in a lot are to be serviced by the bidder who is awarded the contract for that lot. All bids must be submitted

on an original Cost Proposal Form (pg. 26-33). In the event of a tie bid, the award will be made by random selection. Random selection shall be made utilizing random.org/lists/.

B. Right to Reject

Only proposals judged to be responsive to the submission requirements set forth in this IFB will be evaluated. An incomplete Cost Proposal Form or any alteration to the Cost Proposal Form may result in your bid not being considered. OPWDD reserves the right to reject any and all offers.

C. Mathematical Errors

If the bidder submits a Cost Proposal Form which contains mathematical errors, the Total Annual Estimated Combined Cost per lot will be calculated using the pricing submitted for Hourly Rates, % Mark Up, and Price per Round Trip (when applicable).

In the event that a % Mark Up percentage exceeds the cap of 20%, the percentage will be reduced to 20% and the Total Annual Estimated Combined Cost will be recalculated.

D. Confirmation of Ability to Provide Service

OPWDD reserves the right to confirm any bidder has the qualifications, experience, ability, and financial standing to perform services as outlined in the scope of work. This may include requesting information regarding equipment, workforce, suppliers, etc.

Qualifications & Scope of Work

The following specifications cover residential plumbing services for OPWDD community sites throughout Albany, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, and Washington Counties. Please see Exhibit A - Site Listing for site addresses and phone numbers. Services are to be performed during and after business hours, including nights, weekends, and holidays. The work would include repair service; 24 hours per day, 7 days per week emergency service; and other plumbing services, as needed, as further described in this Scope of Work. These services will be both call ins, as well as scheduled work. Scheduled service work would occur during normal working hours. Plumbing services shall be authorized by OPWDD's Plant Superintendent or designee.

SCOPE OF WORK

Basic plumbing services will include, but not be limited to, repairs, replacements, and maintaining all plumbing components compliant to industry and manufacturer standards.

1. Plumbing services include, but are not limited to the following:
   a. Domestic cold and hot water lines within the structure from point of entry.
   b. Household fixtures and other pressure tanks.
   c. Sanitary lines to the first tank or public sewer system.
   d. Hot Water Fail Safe Systems
   e. Hot Water Temperature Adjustment and Maintenance
   f. Drain Auguring by Convention and Pressurized Techniques
   g. Drain Camera Service

2. Exclusions: Water treatment equipment, fire suppression sprinkler systems, septic systems from inlet of first tank, heating and air conditioning equipment, asbestos removal, and water clean-up/damage (unless caused by the Contractor).

3. Contractor shall return call for services within 30 minutes. Response shall be within 2.5 hours from time of return call.

4. Contractor must have properly trained staff available to respond to routine and emergency calls. Tools necessary to work with copper, threaded pipe and pex tubing must be available. Appropriate drain clearing equipment up to 4" and pipe thawing equipment must be available as needed.

5. At the completion of each call, a service report must be left at the residence and copies provided to the Plant Superintendent by the following business day.

GENERAL REQUIREMENTS

1. On each service occasion, Contractor will coordinate activities with the Plant Superintendent or designee. A meeting will occur with the Plant Superintendent and the Contractor to establish the appropriate contact numbers and procedures prior to the first service call.
2. Any non-emergency service or repair is to be done during normal working hours unless approved by Plant Superintendent.
3. Prior to the commencement of scheduled work, there shall be a meeting with the Plant Superintendent to discuss specific safety requirements needed to be adhered to during the

work period.

4. Contractor is advised that this is an occupied home and normally will be occupied during these times.
    a. The Contractor must take all reasonable care to safeguard the residents and the staff.
    b. The work as indicated above shall be completed as not to interfere with other functions of the residence. All work performed as part of this job is to be coordinated with the House Manager and Plant Superintendent.
5. All tools must always be controlled, and debris, tools, and materials secured and stored at the end of each workday.
6. Smoking is prohibited by Contractors at all residential and program sites owned by OPWDD.
7. During service, if hot work is necessary, notification must be made to the Plant Superintendent or designee prior to start of this phase of work. Hot work must be completed in methods that comply with OSHA requirements.
8. Safety Data Sheets as applicable will be provided to the Plant Superintendent prior to the start of work and a copy maintained at the property.
9. All applicable environmental testing associated with this work will be provided to the Contractor as necessary. Suspect ACM must not be disturbed. OPWDD will provide appropriate testing and abatement as needed.

SERVICE CALL

1. Normal working hours are defined as Monday through Friday, 7:30 am — 5:00 pm. Off hours are defined as Monday through Friday, 5:01 pm – 7:29 am, and all-day Saturday and Sunday. Holiday labor hours are on the calendar holiday, not necessarily the observed day.
   Recognized Holidays are:
    a. New Year's Day
    b. Martin Luther King, Jr. Day Observation (Monday)
    c. Washington's Birthday Observation (Monday)
    d. Memorial Day
    e. Juneteenth
    f. Independence Day
    g. Labor Day
    h. Columbus Day
    i. Veterans Day
    j. Thanksgiving Day
    k. Christmas Day
2. Contractor must be able to respond to emergency calls 24 hours a day, 7 days per week. Contractors shall provide emergency service within three (3) hours of receipt of a request for such service by telephone or otherwise from the DDSOO. OPWDD reserves the right to deem a situation an emergency based on the potential impact to the health and safety of the individuals in our care.
3. After the assessment of a needed repair is made, further authorization from the Plant Superintendent or designee is required when:
    a. Any modifications (including replacements or removal) of existing piping are necessary.
    b. Repair costs are estimated to be over $500.

4. Contractor shall remove and properly dispose of all debris generated by repair work.
5. All work must conform to all applicable codes and industry best practices.
6. The Contractor's employees will adhere to policies and regulations of the DDSOO.
7. Billable hours are only for actual time at the job site.

PROPERTY DAMAGE

1. If the delivery of materials or any other work necessitates the Contractor, suppliers, or Sub-Contractors to drive on the lawn for ANY reason, the Contractor shall be held responsible for the repair of the lawn.
2. Personal vehicles are not to be parked on the lawn.
3. Any property damage caused by work performed is to be corrected to the condition existing prior to start of the job.

NOTICE**:** OPWDD reserves the right to request the dismissal of any contractual employee who violates the safety and security rules and regulations of OPWDD or who in any way may be considered a hindrance to quality care of the individuals OPWDD serves.

CONTRACTOR LIABILITY

In the event the Contractor fails to provide services as stated in the Scope of Work, within the time frames specified, and OPWDD is required to procure services from another vendor, the Contractor may be held liable for any costs over and above the contractual price for the site(s) involved. In such a situation, the additional cost for these services will be billed to the Contractor or payment will be reduced for the additional costs incurred.

ACCOUNTING

1. **SIGN IN/SIGN OUT**
   The Contractor is required to sign in on the visitation log when arriving to the location to perform services. The Contractor is required to sign out on the visitation log when services are complete, and the Contractor is leaving the location.

2. **PREVAILING WAGES**
   Prevailing Wages does apply to this contract. The PRC number for this contract is PRC# 2024010797. A copy of Contractor's certified payroll is required to be submitted with invoices prior to payment for services rendered.

3. **INVOICES**
   a. Invoices must indicate Invoice number, PO# OPD01- , contract number, the name of the site, the date of service and the type of service rendered.
   b. Invoices for any parts purchased MUST BE SUBMITTED with the Contractor's regular invoice to verify the markup percentage charged.
   c. An invoice may be submitted for a single site or multiple sites, as long as each site is itemized on the invoice.
   d. All invoices must have a signed Service Report attached. Invoices are to be submitted for payment within thirty (30) days of service to

AccountsPayable@ogs.ny.gov or via mail to:

OPWDD Capital District DDSOO
Unit ID: 3660233
C/O NYS OGS BSC Accounts Payable
Building 5, Fifth Fl.
1220 Washington Ave.,
Albany, NY 12226-1900

The State of New York may require the Contractor to submit billing invoices electronically.

eInvoicing information may be found at: https://bsc.ogs.ny.gov/nys-vendors.

4. **PAYMENT**

Payments will be made based on actual services rendered.

Payment for invoices submitted by the Contractor will only be rendered electronically unless payment by paper check is expressly authorized by the head of the State Agency, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payment.

Exhibit A - Site Listing

*Trip Charge may be applied to these sites.

LOT 1 - Albany County		
Site Name	Address	Phone
Boght Road	206 Boght Road, Watervliet, NY 12189	518-273-6926
Buchanan	57 Buchanan Street, Albany, NY 12206	518-482-4411
Capital Day Services	30 Russell Road, Albany, NY 12206	518-485-5747
Danielwood	21 Danielwood Drive, Colonie, NY 12211	518-435-0223
Delaware	397 Delaware Avenue, Delmar, NY 12054	518-439-9960
Feura Bush	828 Feura Bush Road, Delmar, NY 12054	518-439-9312
Hillcrest	4 Hillcrest Drive, Ravena, NY 12143	518-756-3807
Holmesdale Respite	163 Holmes Dale, Albany, NY 12208	518-459-8525
Kenwood	360 Kenwood Avenue, Delmar, NY 12054	518-439-9970
Maple Lane North	6 Maple Lane North, Loudonville, NY 12211	518-438-2897
Marie Avenue	1 Marie Avenue, Guilderland, NY 12203	518-456-3855
LOT 2 - Rensselaer County		
Site Name	Address	Phone
24th Street	28 24th Street, Troy, NY 12180	518-273-9855
3rd Avenue	414 3rd Avenue, Troy, NY 12182	518-233-8551
Best Road	1321 Best Road, East Greenbush, NY 12061	518-283-7930
Brookview	1860 Brookview Road, Castleton, NY 12033	518-732-7222
Greenwood	4 Greenwood Drive Ext., East Greenbush, NY 12061	518-479-0605
McChesney	185 McChesney Avenue, Brunswick, NY 12180	518-279-0675
Phillips	2659 Phillips Road, Castleton, 12033	518-477-7603
Tibbits	1674 Tibbits Avenue, Troy, NY 12180	518-274-9092
LOT 3 - Saratoga County		
Site Name	Address	Phone
Adirondack Clinic	200 Smith Drive, Corinth, NY 12822	518-654-7680
Adirondack Day Hab	200 Smith Drive, Corinth, NY 12822	518-654-7600
Adirondack Regional Center	200 Smith Drive, Corinth, NY 12822	518-654-7600
Alpine Meadows	77 Alpine Meadows, Porter Corners, NY 12859	518-893-7633
Ballston Spa	1399 West High Street, Ballston Spa, NY 12020	518-885-3413
Benedict	954 Benedict Road, Ballston Lake, NY 12019	518-877-6598
Burnt Hills Day Hab	150 Lake Hill Road, Burnt Hills, NY 12027	518-384-0494

Butler	160 Butler Road, Fort Edward, NY 12828	518-798-0867
Church Ave	55 Church Avenue, Ballston Spa, NY 12020	518-884-2880
Corinth	525 Main Street, Corinth, NY 12822	518-654-2196
Davidson	20 Davidson Drive, Saratoga Springs, NY 12866	518-584-6355
Dunn Avenue	7 Dunn Avenue, Corinth, NY 12822	518-654-9423
Farm to Market Respite	377 Farm to Market Road, Clifton Park, NY 12065	518-664-3331
Firestone	23 Firestone Lane, Clifton Park, NY 12065	518-877-0143
Gansevoort	387 Gansevoort Road, Fort Edward, NY 12828	518-798-5014
Grooms	889 Grooms Road, Rexford, NY 12148	518-383-5020
Hadley	6305 Route 9N, Hadley, NY 12835	518-696-5111
Ingersol	143 Ingersol Road, Saratoga Springs, NY 12866	518-581-2981
Jockey	6240 Jockey Street, Middle Grove, NY 12850	518-882-9598
Jonesville	902 Main Street, Jonesville, NY 12065	518-877-4734
Lapp	258 Lapp Road, Clifton Park, NY 12065	518-373-1830
Leland	11 Leland Street, South Glens Falls, NY 12803	518-743-9614
Oxford	6 Oxford Street, Clifton Park, NY 12065	518-371-0478
Primer Court	10 Primer Court, Clifton Park, NY 12065	518-383-3178
Route 50	4759 Route 50, Gansevoort, NY 12831	518-587-1016
Schuylerville	21 Spring Street, Schuylerville, NY 12871	518-695-3307
Schuylerville Day Hab	99 Broad Street, Schuylerville, NY 12871	518-695-4065
Spier Falls	596 Spier Falls Road, Greenfield Center, NY 12833	518-893-0934
Stony Creek	669 Stony Creek Road, Hadley, NY 12835	518-696-3452
Summer Camp	Northern Pines Road, Wilton, NY 12866	518-587-2360
Twilight	8 Twilight Drive, Clifton Park, NY 12065	518-383-1741
VanAernum	210 VanAernum Road, Ballston Spa, NY 12020	518-885-4661
Western	66 Western Avenue, Amsterdam, NY 12010	518-882-5598
Wilton-Greenfield	136 Wilton-Greenfield Road, Greenfield Center, NY 12833	518-893-3312
Worth Road	65 Worth Road, Gansevoort, NY 12831	518-587-5250

LOT 4 - Schenectady & Schoharie Counties

Site Name	Address	Phone
* Middleburgh	195 Grove St., Middleburgh, NY 12122	518-388-0344
Albany Street	2415 Albany Street, Schenectady, NY 12304	518-372-9316
Broadway	2317 Broadway, Schenectady, NY 12306	518-393-7316
Karenwald	804 Karenwald Lane, Schenectady, NY 12309	518-370-0375
Keyes	1383 Keyes Avenue, Schenectady, NY 12309	518-377-7883
ODH Campus	500 Balltown Rd, Schenectady, NY 12304	518-388-1231
Pine Ridge	2303 Pine Ridge Road, Niskayuna, NY 12309	518-377-2835
Route 7 Respite	2200 Troy/Schenectady Road, Niskayuna, NY 12309	518-344-7506
Union	1212 Union Street, Schenectady, NY 12308	518-346-1185

LOT 5 - Warren County		
Site Name	Address	Phone
Arberger	3 Arberger Drive, Queensbury, NY 12804	518-743-1754
* East Holcomb	33 East Holcomb Street, North Creek, NY 12853	518-251-5195
Fenway	12 Fenway Circle, Lake Luzerne, NY 12846	518-696-4692
Glens Falls	126 Warren Street, Glens Falls, NY 12801	518-798-3784
Hubbell	40 Hubbell Lane, Lake George, NY 12845	518-668-9621
McCormack	25 McCormack Drive, Lake George, NY 12845	518-743-9201
Meadow Lane	40 Meadow Lane, Queensbury, NY 12804	518-792-6120
Old Post	3 Old Post Road, Lake George, NY 12845	518-668-5426
Platt	74 Platt Street, Glens Falls, NY 12801	518-743-9550
Queensbury Day Hab	613 Sherman Avenue, Queensbury, NY 12804	518-761-4052
Stewart Drive	7 Stewart Drive, Lake Luzerne, NY 12846	518-696-5780
Sweet Road	56 Sweet Road, Queensbury, NY 12804	518-761-0052
Webster	24 Webster Avenue, Glens Falls, NY 12801	518-743-0945

LOT 6 - Washington County		
Site Name	Address	Phone
Arlington	11 Bowen Hill Road, Cambridge, NY 12816	518-677-2175
Bascom Drive	7 Bascom Drive, Fort Edward, NY 12828	518-746-1363
Blackhouse Road	300 Blackhouse Road, Fort Edward, NY 12828	518-747-7411
Cambridge	24 Mountainview Drive, Cambridge, NY 12816	518-677-2697
Easton	239 General Fellows Road, Greenwich, NY 12834	518-695-3439
Fort Edward Day Hab	7 Sullivan Parkway, Fort Edward, NY 12828	518-746-1782
Gillis	125 Gillis Road, Greenwich, NY 12834	518-692-2319
Green Barn	53 Green Barn Road, Hudson Falls, NY 12839	518-746-1154
* Hampton	2243 Star Route 22A, Hampton, NY 12837	518-282-9703
Perkins	62 Perkins Drive, Hudson Falls, NY 12839	518-746-1719
Perry Hill	117 Perry Hill Road, Shushan, NY 12873	518-854-7324
Salem	4396 Route 22, Salem, NY 12865	518-854-3717
Skellie	269 Skellie Road, Greenwich, NY 12834	518-854-3515
Tripoli	17 Tripoli Road, Hudson Falls, NY 12839	518-792-0621

Cost Proposal Form

Directions:
Ensure entries are neat and legible. Do not alter the Cost Proposal Form(s) in any way, or your bid may be disqualified. The bid may not be considered if a Cost Proposal Form is not completely filled out. Please note the Cost Proposal Form spans across eight (8) pages. Fill in a company name at the bottom of each page of the Cost Proposal Form. Be sure to include the Cost Proposal Form Signature Page (page 33) with any Cost Proposal Forms you submit. Please see pages 17-18, Section 17. Evaluation Criteria: Method of Award for more information. Each lot will be evaluated separately.

Complete the Cost Proposal Form for each lot you would like to bid on. Bidders may bid on one or more lot(s).

Total Annual Estimated Labor Cost for Repair:
There are three Labor Types: Normal Working Hours, Off Hours, and Holiday Labor Hours. The number of repair hours listed are only an estimate and not guaranteed. The Hourly Rates provided by the bidder are to include the cost of furnishing said services, travel time, mileage, miscellaneous materials, equipment, supplies, labor, fees, and all other ancillary costs to the satisfaction of the agency and the performance of all work set forth in the Scope of Work.

1. Enter Hourly Rate for each Labor Type listed.
2. Multiply the Hourly Rate by the Estimated # of Hours and place that amount in the corresponding Annual Estimated Labor Cost.
3. Repeat for all Labor Types listed.
4. Add together the Estimated Labor Cost column and place that sum in the Total Annual Estimated Labor Cost for Repair box.

Total Annual Estimated Parts with Mark Up Cost:
The Annual Estimated Parts Costs are only estimates and not guaranteed.

1. Enter the % Mark Up percentage next to the percent (%) sign. This is not to exceed 20%.
2. Multiply the Annual Estimated Parts Cost by the % Mark Up. Place this total in the Mark Up box. This should be a dollar amount.
3. Add together the Mark Up box and the Annual Estimated Parts Cost. Place the sum in the Total Annual Estimated Parts with Mark Up Cost box.

Total Annual Estimated Trip Charge:
This is only applicable to lots 4, 5, and 6. This is to cover the Trip Charge for the notated outlier locations in Exhibit A – Site Listing. The Annual Estimated # of Trip Charges are only estimates and not guaranteed.

1. Enter Price per Round Trip.
2. Multiply the Annual Estimated # of Trip Charges by the Price per Round Trip. Place this total in the Total Annual Estimated Trip Charge box.

Total Annual Estimated Combined Cost:
1. Add together the Total Annual Estimated Labor Cost for Repair and the Total Annual Estimated Parts with Mark Up Cost.
2. For lots 4, 5, and 6, add the Total Annual Estimated Trip Charge as well.
3. Enter the sum in the Total Annual Estimated Combined Cost box.

LOT 1 - Albany County

Total Annual Estimated Labor Cost for Repair					
Labor Type	**Hourly Rate**		**Estimated # of Hours**		**Annual Estimated Labor Cost**
Normal Working Hours	$	x	98	=	$
Off Hours	$	x	24	=	$
Holiday Labor Hours	$	x	5	=	$
Total Annual Estimated Labor Cost for Repair				=	$

Total Annual Estimated Parts with Mark Up Cost				
Annual Estimated Parts Cost		**% Mark Up** *capped at 20%*		**Mark Up** *in dollars*
$6,624.00	x	%	=	$
Annual Estimated Parts Cost			+	$6,624.00
Total Annual Estimated Parts with Mark Up Cost			=	$

Total Annual Estimated Combined Cost for Lot 1	=	$

Total Annual Estimated Labor Cost for Repair + Total Annual Estimated Parts with Mark Up Cost

Company Name: _____

LOT 2 - Rensselaer County

Total Annual Estimated Labor Cost for Repair					
Labor Type	**Hourly Rate**		**Estimated # of Hours**		**Annual Estimated Labor Cost**
Normal Working Hours	$	x	68	=	$
Off Hours	$	x	16	=	$
Holiday Labor Hours	$	x	4	=	$
Total Annual Estimated Labor Cost for Repair				**=**	$

Total Annual Estimated Parts with Mark Up Cost				
Annual Estimated Parts Cost		**% Mark Up** *capped at 20%*		**Mark Up** *in dollars*
$4,584.00	x	%	=	$
Annual Estimated Parts Cost			+	$4,584.00
Total Annual Estimated Parts with Mark Up Cost			**=**	$

Total Annual Estimated Combined Cost for Lot 2	**=**	$
Total Annual Estimated Labor Cost for Repair + Total Annual Estimated Parts with Mark Up Cost		

Company Name: _____

LOT 3 - Saratoga County

Total Annual Estimated Labor Cost for Repair					
Labor Type	**Hourly Rate**		**Estimated # of Hours**		**Annual Estimated Labor Cost**
Normal Working Hours	$	x	294	=	$
Off Hours	$	x	86	=	$
Holiday Labor Hours	$	x	4	=	$
Total Annual Estimated Labor Cost for Repair				=	$

Total Annual Estimated Parts with Mark Up Cost				
Annual Estimated Parts Cost		**% Mark Up** *capped at 20%*		**Mark Up** *in dollars*
$19,872.00	x	%	=	$
Annual Estimated Parts Cost			+	$19,872.00
Total Annual Estimated Parts with Mark Up Cost			=	$

Total Annual Estimated Combined Cost for Lot 3	=	$
Total Annual Estimated Labor Cost for Repair + Total Annual Estimated Parts with Mark Up Cost		

Company Name: _____

LOT 4 - Schenectady & Schoharie Counties

Total Annual Estimated Labor Cost for Repair					
Labor Type	**Hourly Rate**		**Estimated # of Hours**		**Annual Estimated Labor Cost**
Normal Working Hours	$	x	75	=	$
Off Hours	$	x	22	=	$
Holiday Labor Hours	$	x	4	=	$
Total Annual Estimated Labor Cost for Repair				**=**	$

Total Annual Estimated Parts with Mark Up Cost				
Annual Estimated Parts Cost		**% Mark Up** *capped at 20%*		**Mark Up** *in dollars*
$5,095.00	x	%	=	$
Annual Estimated Parts Cost			+	$5,095.00
Total Annual Estimated Parts with Mark Up Cost			**=**	$

Total Annual Estimated Trip Charge				
Annual Estimated # of Trip Charges		**Price per Round Trip**		**Total Annual Estimated Trip Charge**
4	x	$	=	$

Total Annual Estimated Combined Cost for Lot 4	**=**	$
Total Annual Estimated Labor Cost for Repair + Total Annual Estimated Parts with Mark Up Cost + Total Annual Estimated Trip Charge		

Company Name: _____

LOT 5 – Warren County

Total Annual Estimated Labor Cost for Repair					
Labor Type	**Hourly Rate**		**Estimated # of Hours**		**Annual Estimated Labor Cost**
Normal Working Hours	$	x	113	=	$
Off Hours	$	x	33	=	$
Holiday Labor Hours	$	x	6	=	$
Total Annual Estimated Labor Cost for Repair				**=**	$

Total Annual Estimated Parts with Mark Up Cost				
Annual Estimated Parts Cost		**% Mark Up** *capped at 20%*		**Mark Up** *in dollars*
$7,644.00	x	%	=	$
Annual Estimated Parts Cost			+	$7,644.00
Total Annual Estimated Parts with Mark Up Cost			**=**	$

Total Annual Estimated Trip Charge				
Annual Estimated # of Trip Charges		**Price per Round Trip**		**Total Annual Estimated Trip Charge**
4	x	$	=	$

Total Annual Estimated Combined Cost for Lot 5	**=**	$
Total Annual Estimated Labor Cost for Repair + Total Annual Estimated Parts with Mark Up Cost + Total Annual Estimated Trip Charge		

Company Name: _____

LOT 6 – Washington County

Total Annual Estimated Labor Cost for Repair					
Labor Type	**Hourly Rate**		**Estimated # of Hours**		**Annual Estimated Labor Cost**
Normal Working Hours	$	x	120	=	$
Off Hours	$	x	30	=	$
Holiday Labor Hours	$	x	5	=	$
Total Annual Estimated Labor Cost for Repair				**=**	$

Total Annual Estimated Parts with Mark Up Cost				
Annual Estimated Parts Cost		**% Mark Up** *capped at 20%*		**Mark Up** *in dollars*
$8,152.00	x	%	=	$
Annual Estimated Parts Cost			+	$8,152.00
Total Annual Estimated Parts with Mark Up Cost			**=**	$

Total Annual Estimated Trip Charge				
Annual Estimated # of Trip Charges		**Price per Round Trip**		**Total Annual Estimated Trip Charge**
4	x	$	=	$

Total Annual Estimated Combined Cost for Lot 6	**=**	$
Total Annual Estimated Labor Cost for Repair + Total Annual Estimated Parts with Mark Up Cost + Total Annual Estimated Trip Charge		

Company Name: _____

Cost Proposal Form Signature Page

Bidder Signature	Print Name & Title

This bid is valid for _____ days (Bids shall be valid for not less than 180 days)

Name of Company:			
Address:			
Federal ID Number:		Telephone:	
Date:		Email:	

No-Bid Form

Bidders choosing not to bid are requested to complete and return only this form.

☐ We do not provide the requested services. Please remove our firm from your mailing list.

☐ We are unable to bid at this time because:

_____

_____

_____

_____

_____

_____

_____

☐ Please retain our firm on your mailing list.

_____
(Firm Name)

_____ _____
(Signature) (Date)

_____ _____
(Print Name) (Title)

_____ _____
(E-mail) (Telephone)

Failure to respond to bid invitations may result in your firm being removed from our mailing lists.