

Request for Quote

RFQ Number: CAP 090623

RFQ Title: 2023 – 2024 Community Snow Removal and Ice Control Services in Albany, Warren, and Washington Counties

DESIGNATED CONTACT(S)

Primary Designated Contact Information: Katelyn Johnson, CMS 1 26 Center Circle, Building 58, Service Building Wassaic, NY 12592 845-877-6821 ext 3411 Katelyn.x.johnson@opwdd.ny.gov	Secondary Designated Contact Information: Zachary Guida, CMS 2 26 Center Circle, Building 58, Service Building Wassaic, NY 12592 845-877-6821 ext 3182 Zachary.j.guida@opwdd.ny.gov
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KEY EVENTS

OPWDD Issues Request for Quote (RFQ)	August 15, 2023
Deadline for Submission of Written Questions*	August 23, 2023
Official Responses to Written Questions By	August 30, 2023
RFQ Due Date	3:00pm on September 6, 2023
Contract Start Date	November 1, 2023

OPWDD has sole discretion to change the above dates

Designated Contact shall indicate if Procurement Lobbying Law/Restricted Period is in effect: **Yes** **No**
 Where Procurement Lobbying Law is deemed applicable by the Designated Contact, by signing, Contractor affirms that it understands and agrees to comply with OPWDD’s policies and procedures relative to permissible contacts. Information may be accessed at: Procurement Lobbying: <https://ogs.ny.gov/acpl>

* Questions regarding this procurement should be submitted via email to eny.nyc.li.contracthub@opwdd.ny.gov

OVERVIEW

The Office for People with Developmental Disabilities (OPWDD) Contract Management Unit on behalf of Capital District Developmental Disabilities State Operations Office (CAP DDSOO) is soliciting quotes from responsible and qualified contractors to perform community snow removal and ice control services in Albany, Warren, and Washington counties. Please see Scope of Work and Mandatory Requirements on the following pages for additional details. The term of the contract is anticipated to be twelve (12) months. References and insurances are required. It is the Contractor’s obligation to visit any and all sites they wish to provide a quote for. It is the Contractor’s responsibility to know the site requirements based upon the services being requested.

METHOD OF AWARD

This is a Request for Quote (RFQ), not a formal Invitation for Bid (IFB). OPWDD will select the responsible and responsive Contractor(s) that will provide the lowest Estimated Total Cost for Snow Removal and Ice Control Services for Albany, Warren, and Washington Counties. Contractors may provide a quote for one or multiple clusters. Multiple contracts may be awarded. Do not alter the Cost Proposal Form or leave any omissions or your quote may not be considered. Any mathematical errors on the Cost Proposal Form will be corrected based on the information provided in the Seasonal Price per site column for each county. Only proposals judged to be responsive to the submission requirements set forth in this RFQ will be evaluated. OPWDD reserves the right to reject any and all offers. OPWDD reserves the right to confirm any Contractor has the ability to perform the required services as outlined in the Scope of Work. In the event of a tie, the award will be made by random selection.

ATTACHMENTS: Mandatory Supporting Documents (References and Vendor Responsibility Questionnaire), Informational Contract Template, e-Invoicing Brochure

1. SCOPE OF WORK:

Capital District DDSOO (hereinafter "OPWDD") is an agency of the Office for People with Developmental Disabilities. The residences are homes of a developmentally disabled population including some individuals who are medically or physically disabled, as well as some who are confined to wheelchairs. OPWDD residents often require an additional level of care regarding Community Snow Removal and Ice Control Services due to functional mobility limitations. The following specifications cover Community Snow Removal and Ice Control Services for sites in Albany, Warren, and Washington Counties as listed in "Exhibit A - Site Listing."

Community Snow Removal and Ice Control Services detailed in the Scope of Work will be paid by one seasonal price spread out over six (6) installments as further detailed in Section VI Accounting.

Snow removal shall automatically commence at the accumulation of 3 inches at the contracted site. It is the Contractor's sole responsibility to ensure they are aware of when each site on this contract has accumulated 3 inches of snow. The House Manager (HM) or designee has the right to call for additional service as deemed necessary for safety concerns. Service will be provided 7 days per week and 24 hours per day.

The Contractor will cooperate with House Managers and staff and will comply with the safety and security requirements imposed by the site. The Contractor's employees will adhere to all OPWDD policies and regulations, including but not limited to smoking, parking, etc., and will always maintain a level of diligence and professionalism expected for these services.

Any conditions found that prevent the Contractor from completing the work identified in this specification need to be discussed with the House Manager or designee.

Detailed Specifications:

It is extremely important during inclement weather that all efforts are made to have OPWDD sites accessible and safe for the individuals and staff. The Contractor will maintain the sites to the specifications detailed below, keeping in mind the safety of the individuals and staff.

Please note: Staff change shifts at approximately 7:00 a.m., 3:00 p.m., and 11:00 p.m. The individuals leave their homes by 7:30 a.m. and return at 3:00 p.m. **In case of inclement weather, or if service is requested, the driveways and sidewalks must be clear of snow and ice during all departures and arrivals.** Any pre-treatment of surfaces (anti-icing), plowing, sanding, and ice control (de-icing) services should be coordinated with these times in mind.

I. Snow Removal and Ice Control Services

OPWDD individuals often require an additional level of care regarding Snow Removal and Ice Control Services due to functional mobility limitations.

A. Snow Removal

1. Snow removal services are to be as needed; however, the House Manager or designee has the right to call for additional service as deemed necessary for safety concerns.
2. The maximum allowable accumulation of snow or slush is 3 inches. Snow removal may be preceded by the spread of anti-icing materials and/or followed by de-icing for ice control when appropriate or needed.
3. Work will be continuous until all plowing and clearing has been completed, in accordance with the needs of each site.
4. At the conclusion of snowfall events that exceed 3 inches, all maintained surfaces will be cleared to bare pavement.
5. In the event of blowing and/or drifting snow, and/or formation of ice; Contractor will be required to service maintained surfaces to obtain a safe environment when requested by House Manager or designee.
6. The basic movement and/or plowing of snow will be planned by the Contractor, however, the following guidelines must always be adhered to:
 - a. **All exits, fire escapes, and fire hydrants must be cleared of snow.**
 - b. Snow accumulation is to be cleared from driveways, parking areas, sidewalks and/or ramps leading from the front door to the driveway; paths to and from all egress doors; walkways to storage sheds, oil

- fill pipe, generators, and/or evacuation areas; and the evacuation point, located on the property, but apart from the residence. All walkways/paths must be cleared no less than 36 inches wide; enough to accommodate wheelchairs.
- c. Plows cannot be used to clear sidewalks or walkways.
 - d. Any **decks** that are designated as an egress path shall be cleared a minimum of 6 feet wide from egress point to the evacuation point as identified by the House Manager or designee. Cleared snow is to be removed from the deck.
 - e. Snow will not be pushed against houses, vehicles, buildings, building entranceways, sidewalks, exit doors, fire hydrants, trash receptacles, garage doors, shrubbery, trees, lamp posts, or emergency generators and fences.
 - f. Banking of snow at the entrance to the roadway will be limited in height to 2.5 feet, as not to restrict visibility.
 - g. Care must be taken not to damage or push snow onto adjoining properties.
 - h. Mailboxes **MUST** be shoveled out to allow for mail delivery.

B. Ice Control

1. De-icer, as supplied by the Contractor, is to be spread immediately on all areas where snow has been cleared.
2. Contractor will be required to provide additional ice control services when requested by the House Manager or designee. Ice control may be requested due to an ice storm, sleet, melted snow that refreezes, or other applicable situations. This service may be a stand-alone process separate from a snow removal event.
3. Ice control will be accomplished by the application of pre-treatment (anti-icing) and/or de-icing materials. Contractor will supply all appropriate Material Safety Data Sheets (MSDS) to the Plant Superintendent and to each contracted site's House Manager or designee.
4. **Ice control materials are to be provided by the Contractor** and applied at rates and densities sufficient to maintain sidewalks, roadways, and parking areas reasonably free of ice and snow in an effort to minimize potentially slippery conditions.
5. **Sidewalk ice control** will be accomplished by the application of calcium chloride or magnesium chloride which is to be **provided by the Contractor**.
6. Should ice accumulate to a thickness that becomes unmanageable by chemical applications alone, the Contractor may be required to break up and remove ice by other means.

II. ADDITIONAL REQUIREMENTS

1. The Contractor must be available for call-in by the House Manager or designee for snow accumulation, drifting snow, ice, etc. that restricts travel on driveways, parking areas, or driveway exits. Response time will be within two (2) hours of call. Contractor must provide a phone number for accepting calls 24 hours per day and 7 days per week. OPWDD must be notified immediately of any phone number changes.
2. The Contractor must use sufficient size plows and have commercial quality salt/sand/calcium chloride spreading equipment to remove snow and ice from the driveways and parking lots at the sites. Manually broadcast spreading with a shovel from the bed of a pick-up truck does not provide sufficient coverage to driveways and parking lots.
3. Only qualified operators and proper equipment will be used along with special efforts to prevent abuse and damage to surfaces of paved roads, walks, curbs, barriers, landscape effects, and grass areas. The Contractor will be responsible for the repair of all damage to property, landscape, walkways, or any structures of the State or neighboring properties caused by the Contractor's employees or equipment. Contractor is to adhere to local/state noise control ordinances/laws and is responsible to follow all State, local, and municipal codes regarding the plowing of snow from OPWDD property and roadways.
4. The Contractor's equipment will not be left at OPWDD sites after Snow Removal and Ice Control Services for a specific storm has been completed.
5. The Contractor must possess and provide, at no cost to the State, appropriate licenses and permits associated with the provision of Snow and Ice Control Services.

6. Pursuant to the conditions above, the method of Snow Removal and Ice Control, equipment used, and plan of action, will be up to the Contractor's discretion.
7. OPWDD reserves the right to request detailed listings of equipment, staffing, service routes, etc.
8. The Contractor will perform all services associated with this Scope of Work to the satisfaction of OPWDD. The quality of service will be subject to inspection by OPWDD. If the quality of service is not satisfactory, and it be deemed that the Contractor is not meeting the requirements of this Scope of Work, the Contractor will be notified of those deficiencies and it will be the Contractor's responsibility to make the necessary corrections within 3 hours after receipt of such notice. In the event the Contractor does not correct the deficiencies within that period, OPWDD may terminate the contract.
9. In the event the Contractor fails to remove snow within the time frames listed above, 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 excess cost will be deducted from the Contractor's invoice for services rendered. If no payments are owed, the Contractor will be invoiced for the additional costs incurred by OPWDD.
10. Sidewalks and access roads that are not maintained by Village, Town, County or State agencies must be cleared. Any fines received as a result of failing to clear these walkways are the responsibility of the Contractor.
11. The Contractor selected to do the work set forth herein will not assign or sub-contract all or any part of said work without the express written permission of OPWDD Business Office Administration.
12. OPWDD will not be responsible for damage caused to the Contractor's equipment during the course of this contract unless it can be shown that OPWDD was notified of a condition not covered under this contract and did not make arrangements to correct it in a timely fashion.

III. Contractor Damages

The Contractor will be required to repair/replace damaged property within 30 days after weather permits. If the damage is not satisfactorily repaired within 30 days after weather permits, OPWDD will have the repairs made and will bill the Contractor or reduce payment for the total cost incurred as a part of OPWDD's repair effort.

1. An annual inspection of areas to look for damages done during Snow Removal and Ice Control Services will occur in April of each year. The Contractor will be responsible for, and will be notified by OPWDD, of all damage to buildings, curbing, walkways, fences, signs, trees, shrubbery, etc. as it is discovered until the end of the snow season. At the end of the snow season, the Contractor will be solely and wholly financially liable for any reported damage and will comply with the instruction of the Plant Superintendent in returning the property to its pre-season condition. The Contractor will not be responsible for damage from snow piled in the designated snow storage areas.
2. If damage to lawn occurs, the Contractor must repair by replacing sod, topsoil, and seed around the perimeter of sod; or use screened topsoil, seed, and Penn mulch, re-rake and roll, to return area to pre-damage condition.
3. The Contractor must complete all damage repairs by April 30th of the calendar year. If the repairs are not completed by that time, OPWDD may find an alternative Contractor to complete the repairs. The cost for these repairs will be billed to the Contractor that caused the damage or reduce payment for the total cost incurred. Failure to complete the snowplow damage repairs by April 30th may affect remittance of any payments owed, cause possible charge backs to the Contractor, and may affect the continuation of the contract.
4. If the Contractor causes damage to a staff or State owned vehicle, the Contractor must notify the House Manager or designee immediately, or in the event it happened after hours, as soon as possible the next business day. The Contractor will be responsible to report the damage to their private insurance company

and exchange insurance information with the staff person if it was a personal vehicle.

IV. VEHICLE REMOVAL

Under no circumstances will the Contractor move any staff owned or State-owned vehicles. It is highly recommended that the Contractor call each site 30 minutes prior to arrival to give staff time to move the vehicles. It is to be noted that there may be occasions when staff are unable to move vehicles due to staffing levels. The Contractor is to do the best they can given the circumstances.

V. NON-COVERED SERVICES

Only OPWDD Business Office Administration, or designee, on a case by case basis, may authorize snow removal with heavy equipment and the push back of snowbanks, etc. These services will be considered outside the contract and must be billed separately. The site's current Contractor will be asked if interested in providing a quote for this additional service.

If the site's Contractor decides to provide a quote, and is awarded the work, they will be responsible for all plow damage repairs at the end of the season, including any that may occur due to the snow movement process.

If the Contractor decides not to provide these services, and/or another Contractor is procured, safeguards will be put into place to clearly outline each Contractor's responsibilities in case there is substantial damage caused by a Contractor. It will be the responsibility of the other Contractor to repair any damage caused by their services.

VI. ACCOUNTING

A. Pricing & Payment Structure

Snow Removal and Ice Control Services is based on **seasonal** pricing. The seasonal price for each site will be paid in six (6) equal installments. The first invoice of the season is to be dated December 1st, and subsequent invoices (January through May) are to be dated on the first of each month.

B. Job Tickets

Job Tickets are to be presented to the HM upon completion of service. It is advised that the Job Ticket be a three-part form. HM or designee will sign Job Tickets if service is satisfactory. The following information is to be recorded on each Job Ticket:

1. The name of the site.
2. The type of service completed.
3. The date of service.
4. Whether service was automatically triggered per specifications or requested by OPWDD.
5. The signature of HM.

One copy of the Job ticket is to remain at the site serviced. One copy of the signed Job Ticket is to accompany the invoice for services. The signed ticket acts as verification of services and is a requirement for payment. One copy is for your files.

C. Prevailing Wages

Prevailing Wages apply to this contract. The PRC number for this contract is PRC #2023900735. A copy of Contractors certified payroll is required to be submitted with invoices prior to payment for services rendered.

D. Invoices

Invoices are to be submitted no later than 30 days from the date on the invoice. Invoice must indicate: seasonal payment invoice #__ of 6, PO# OPD01- , contract number, the name of the site(s), the date(s) of service and the type of service rendered. All contracted sites should be submitted in one monthly invoice as detailed above in Section VI A. Pricing &

Payment Structure. If no service has yet been required at the time of submitting the initial seasonal payment invoice (#1 of 6), Contractor should indicate such on invoice. Invoices are to be submitted for payment to:

OPWDD Capital District DDSOO
Unit ID: 3660233
C/O NYS OGS BSC Accounts Payable
Building 5, Fifth Floor
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>.

E. 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 will be made in accordance with OSC's procedures and practices to authorize electronic payments.

Exhibit A – Cluster Information

*Please note there are only seven Clusters (Clusters #1, #20, #21, #22, #23, #24, and #25) within this Invitation for Bid.

<u>Cluster #1</u>			
County	Site Name	Address	Telephone
Albany	Dunn Avenue	7 Dunn Avenue Corinth, NY 12822	518-654-9423
Albany	Adirondack	200 Smith Drive Corinth, NY 12822	518-654-7680/518- 654-7600
Albany	Corinth	525 Main Street Corinth, NY 12822	518-654-2196

<u>Cluster #20</u>			
County	Site Name	Address	Telephone
Washington	Fort Edward	7 Sullivan Parkway Fort Edward, NY 12828	518-746-1782
Warren	McCormack Drive	25 McCormack Drive Lake George, NY 12845	518-743-9201
Warren	Meadow Lane	40 Meadow Lane Queensbury, NY 12804	518-792-6120

<u>Cluster #21</u>			
County	Site Name	Address	Telephone
Washington	Bascom Drive	7 Bascom Drive Fort Edward, NY 12828	518-746-1363
Washington	Blackhouse Road	300 Blackhouse Road Fort Edward, NY 12828	518-747-7411
Washington	Butler Road	160 Butler Road Fort Edward, NY 12828	518-798-0867
Washington	Gansevoort	387 Gansevoort Road Fort Edward, NY 12828	518-798-5014

<u>Cluster #22</u>			
County	Site Name	Address	Telephone
Warren	Glens Falls	126 Warren Street Glens Falls, NY 12801	518-798-3784
Warren	Leland Street	11 Leland Street South Glens Falls, NY 12803	518-743-0073
Warren	Platt Street	74 Platt Street Glens Falls, NY 12801	518-743-9550

<u>Cluster #23</u>			
County	Site Name	Address	Telephone
Warren	Arberger Drive	3 Arberger Drive Queensbury, NY 12804	518-743-1754
Warren	Queensbury	613 Sherman Avenue Queensbury, NY 12804	518-761-4052
Warren	Sweet Road	56 Sweet Road Queensbury, NY 12804	518-761-0052
Warren	Webster Avenue	24 Webster Avenue Glens Falls, NY 12801	518-743-0945

<u>Cluster #24</u>			
County	Site Name	Address	Telephone
Warren	Hubbell Lane	40 Hubbell Lane Lake George, NY 12845	518-668-9621
Warren	Old Post	3 Old Post Road Lake George, NY 12845	518-668-5426

<u>Cluster #25</u>			
County	Site Name	Address	Telephone
Washington	Green Barn Road	53 Green Barn Road Hudson Falls, NY 12839	518-746-1154
Washington	Perkins	62 Perkins Drive Hudson Falls, NY 12839	518-746-1719
Washington	Tripoli Rd.	17 Tripoli Road Hudson Falls, NY 12839	518-792-0621

2. MANDATORY REQUIREMENTS:

- A. **Insurance Requirements** – 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 amounts indicated, with insurance companies authorized to do such business in the State of New York, covering all operations under this proposal and contract.
- 1) 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:
 - a. 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/
 - b. 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.
 - i. 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.
 - ii. 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.
- B. **References** – All bidders must submit at least three (3) references that will verify that the bidder or its principals have at least two (2) years of relevant experience to complete the work as listed in the Scope of Work.

3. OPWDD TERMS AND CONDITIONS:

A. Preparation and Submission of Quotes

- 1) Contractors requiring additional information in order to provide quotes should submit their questions in writing to the Primary Designated Contact and eny.ny.li.contracthub@opwdd.ny.gov prior to the closing date for questions.
- 2) OPWDD will not be held liable for any cost incurred by the Contractor for work performed in the preparation of a response to this RFQ or for any work performed prior to the formal execution of a Contract.
- 3) Quotes submitted in response to this RFQ should be complete and timely. Responses to the RFQ must be received by the deadline specified above. A Contractor is strongly encouraged to arrange for delivery of RFQ responses prior to the date of the RFQ Due Date. Late RFQ responses may be rejected. The received time of a RFQ response will be determined by the Designated Contact.
- 4) All Contractor responses to this RFQ must remain valid for at least 120 days from the RFQ Due Date, unless the time for selecting the candidate is extended by mutual consent of OPWDD and the Contractor.

- 5) All quotes and accompanying documentation become the property of OPWDD and ordinarily will not be returned

B. OPWDD Rights

- 1) OPWDD reserves the right to use any and all ideas presented in any response to the RFQ. 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 RFQ.
- 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 RFQ (Request for Quote);
 - b. Withdraw the RFQ at any time, at the agency's sole discretion;
 - c. Make an award under the RFQ in whole or in part;
 - d. Disqualify any Bidder whose conduct or proposal fails to conform to the requirements of this RFQ. 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 RFQ;
 - g. Bidders are cautioned to verify their quotes before submission, as amendments to quotes or requests for withdrawal of quotes received by the Commissioner after the time specified for the RFQ Due Date may not be considered;
 - h. **Prior to the RFQ Due Date**, amend the RFQ specifications to correct errors or oversights, or to supply additional information, as it becomes available;
 - i. **Prior to the RFQ Due Date**, direct bidders to submit proposal modifications addressing subsequent RFQ 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. Accept and consider for contract award quotes with non-material quote deviations or non-material quote defects such as errors, technicalities, irregularities, or omissions;
 - n. Negotiate with the successful bidder within the scope of the RFQ in the best interests of the state;
 - o. Conduct contract negotiations with the next responsible bidder, should the agency be unsuccessful in negotiating with the selected bidder;
 - p. Utilize any and all ideas submitted in the proposals received;
 - q. Unless otherwise specified in the solicitation, every offer is firm and not revocable for a period of 120 days from the RFQ Due Date; and,
 - r. 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.

C. 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.

D. 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 RFQ 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 RFQ 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.

E. 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 RFQ. **No subcontracting of services is allowed with this RFQ without written permission of OPWDD.**

F. 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.

G. 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>

H. 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).

I. 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.

J. 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.

K. 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.

L. 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.

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

In accordance with State Finance Law § 165, the bidder, by submission of this quote, 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.

N. 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 quote, 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.

O. 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 quote, 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).

P. 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 quote, 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 quote, 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.

Q. Non-Collusive Bidding Certification

In accordance with State Finance Law § 139-d, the bidder by submission of this quote 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.

R. 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 quote, 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 quote, 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).

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

By submission of this quote, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint quote 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.

T. 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.

U. 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.

The Contractor and/or its Employees shall indemnify and hold harmless the State, its officers, its consultants and employees from claims, suits, actions, damages, lien, fine, judgments, decree and costs of every nature arising out of the provision of services pursuant to any agreement resulting from this Request for Quote. OPWDD shall not be held responsible for any loss or damages to the Contractor’s equipment.

4. INTEGRATION AND ORDER OF PRECEDENCE:

In the event of an inconsistency or conflict in terms, precedence shall be given in the order indicated:

- A. Appendix A – Standard Clauses for NYS Contracts
- B. Amendment(s) to the Contract
- C. Contract
- D. Clarifications and Addenda/Amendments to the RFQ
- E. The Request for Quote (RFQ) document, Appendices, Attachments, and Exhibits
- F. Clarifications to the Bidder’s Quote
- G. Bidder’s Quote

Cost Proposal Form

COST PROPOSAL INSTRUCTIONS

Please read the following carefully before submitting a quote:

- For each Cluster you wish to provide a bid for, place a Seasonal Price for Snow Removal and Ice Control Services for every site listed.
- Add the prices for each site and place the total in Total Combined Cost Per Season.
- Do not alter the Cost Proposal Form in any way as doing so may disqualify your bid.

Cluster #1		
Site	Address	(A) Seasonal Price per site (includes all Snow Removal and Ice Control Services)
1	7 Dunn Avenue Corinth, NY 12822	
2	200 Smith Drive Corinth, NY 12822	
3	525 Main Street Corinth, NY 12822	
Total Combined Cost Per Season: \$ _____ (sum of all sites from column A)		

Cluster #20		
Site	Address	(A) Seasonal Price per site (includes all Snow Removal and Ice Control Services)
1	7 Sullivan Parkway Fort Edward, NY 12828	
2	25 McCormack Drive Lake George, NY 12845	
3	40 Meadow Lane Queensbury, NY 12804	
Total Combined Cost Per Season: \$ _____ (sum of all sites from column A)		

Cluster #21		
Site	Address	(A) Seasonal Price per site (includes all Snow Removal and Ice Control Services)
1	7 Bascom Drive Fort Edward, NY 12828	
2	300 Blackhouse Road Fort Edward, NY 12828	
3	160 Butler Road Fort Edward, NY 12828	
4	387 Gansevoort Road Fort Edward, NY 12828	
Total Combined Cost Per Season: \$ _____ (sum of all sites from column A)		

Cluster #22		
Site	Address	(A) Seasonal Price per site (includes all Snow Removal and Ice Control Services)
1	126 Warren Street Glens Falls, NY 12801	
2	11 Leland Street South Glens Falls, NY 12803	
3	74 Platt Street Glens Falls, NY 12801	
Total Combined Cost Per Season: \$ _____ (sum of all sites from column A)		

Cluster #23		
Site	Address	(A) Seasonal Price per site (includes all Snow Removal and Ice Control Services)
1	3 Arberger Drive Queensbury, NY 12804	
2	613 Sherman Avenue Queensbury, NY 12804	
3	56 Sweet Road Queensbury, NY 12804	
4	24 Webster Avenue Glens Falls, NY 12801	
Total Combined Cost Per Season: \$ _____ (sum of all sites from column A)		

Cluster #24		
Site	Address	(A) Seasonal Price per site (includes all Snow Removal and Ice Control Services)
1	40 Hubbell Lane Lake George, NY 12845	
2	3 Old Post Road Lake George, NY 12845	
Total Combined Cost Per Season: \$ _____ (sum of all sites from column A)		

Cluster #25		
Site	Address	(A) Seasonal Price per site (includes all Snow Removal and Ice Control Services)
1	53 Green Barn Road Hudson Falls, NY 12839	
2	62 Perkins Drive Hudson Falls, NY 12839	
3	17 Tripoli Road Hudson Falls, NY 12839	
Total Combined Cost Per Season: \$ _____ (sum of all sites from column A)		

Contractor Information

This Page is to be Completed by the Contractor Responding to the RFQ

The RFQ Response 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 RFQ (including any Questions/Answers or Addenda), and that all information provided is complete, true and accurate.

FEIN Number	Company Name	Company Address
<i>Bidder's Signature:</i>		<i>Phone Number:</i>
<i>Date:</i>		<i>E-Mail:</i>
<i>Printed or Typed Name:</i>		<i>Title:</i>
<p><i>If you are not providing a RFQ Response, place an "x" in the box, please explain why you are not responding, and return this page only.</i></p> <p><input type="checkbox"/> WE ARE UNABLE TO RESPOND AT THIS TIME BECAUSE:</p>		

Submission Requirements:

One (1) original Cost Proposal Form is required to submit a quote. All proposals in response to this RFQ must be received by OPWDD no later than the proposal due date and time. One (1) original of each additional required form found in the Mandatory Supporting Documents file (which includes References and the Vendor Responsibility Questionnaire), as listed on page 1 under Attachments, 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 quote being disqualified.

Late Quotes - Any Quote received at the specified location after the time specified will be considered a late Quote. A late Quote shall not be considered for award unless: (i) no timely Quotes meeting the requirements of the RFQ Documents are received or, (ii) in the case of a multiple award, an insufficient number of timely Quotes were received to satisfy the multiple award; and acceptance of the late Quote 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 Quote submissions. Similar types of delays, including but not limited to, bad weather or security procedures for parking and building admittance shall not excuse late Quote submissions. Determinations relative to Quote 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.**

After fully completing the information above, please submit this page along with the completed Cost Proposal Form above via email, mail, or hand delivery to the Primary Designated Contact indicated below:

Email: (reference RFQ CAP 090623 in subject line)

katelyn.x.johnson@opwdd.ny.gov and
eny.nyc.li.contracthub@opwdd.ny.gov

Remember to attach the completed Cost Proposal Form and signed Contractor Information page to the email.

Mail or Hand Deliver to:

**OPWDD
 Contract Management Unit – RFQ: CAP 090623
 C/O Katelyn Johnson, CMS1
 26 Center Circle, Building 58, Service Building
 Wassauc, NY 12592**

Special Note for Delivery: OPWDD is located in a rural area. The OPWDD mailroom is open from 10:00 am – 3:00 pm;

therefore, overnight delivery can take a minimum of two (2) business days to be received by OPWDD. Contractors mailing their responses must allow sufficient mail delivery time to ensure receipt of their quotes by the quote submission deadline. Do not depend upon an expedited, "early AM," or similar delivery service to timely deliver to OPWDD. The Designated Contact reserves the right to request the original executed page of this RFQ.