# TAC: 120716 : NAME OF CONTRACT: SEPTIC PUMPING

**Andrew M. Cuomo**
Governor

**Kerry A. Delaney**
Acting Commissioner

**Taconic Developmental Disabilities**
**State Operations Office 4**
**Shari Bakst**
Director

**AGENCY INFORMATION:**
**State of New York**
**Office for People With Developmental Disabilities**
**Taconic Developmental Disabilities Services Office**
**26 Center Circle**
**Wassaic, New York 12592-2637**

**DESIGNATED CONTACT PERSON(S) FOR INQUIRIES & SUBMISSIONS**

**Michael Detz, CMS 1 for**
**Phil Ingram, CMS 2**
**Taconic Developmental Disabilities Services Office**
**26 Center Circle**
**Wassaic, New York 12592-2637**
**Phone: 845-877-6821 x3219 Fax: 845-877-3004**
**michael.x.detz@opwdd.ny.gov**

**Timetable of Proposal Due Dates**

| | |
|---|---|
| IFB Release Date | October 21, 2016 |
| Final Date for Receipt of Questions | 11:00 AM, November 15, 2016 |
| Official Responses to Questions | November 21, 2016 |
| **Proposal Due Date – Bid Opening** | **2:00 PM, December 7, 2016** |
| Evaluation & Selection | December 12, 2016 |
| Notification of Awards | December 14, 2016 |
| Contract start date (subject to change) | February 1, 2017 |

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## 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. Taconic Developmental Disabilities Services Office (hereinafter "TDDSO") is an agency of OPWDD serving Putnam, Dutchess, Columbia, Greene, and Ulster counties.

TDDSO 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. 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 "Scope of Work."

## 3. General Description of Services

This IFB is for interested bidders to submit a bid for septic pumping for multiple TDDSO sites, according to the specifications, terms and conditions as enumerated in "Scope of Work" of this IFB.

## 4. Site Inspections

It is the Bidders obligation to visit any and all sites they wish to bid on. TDDSO will make **no allowance or concession** to the Bidder for any alleged misunderstanding or deception because of quality, character, location, or other conditions. The telephone number for each site has been provided in Exhibit A.

## 5. Notice to Potential Bidders

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

## 6. Term of the Contract

The contract period will not exceed 60 months.

## 7. Inquiries

All inquiries concerning this IFB must be in writing and addressed to the contact on the cover sheet.

All questions should cite the particular bid section and paragraph number (surface mail, facsimile, and e-mail will be accepted). Prospective Bidders should note that all clarifications and exceptions including those relating to the terms and conditions of the contract are to be resolved prior to the submission of a bid.

**8. Payment**

A. Prices are to remain constant for the initial year of the contract. At the completion of the initial year, TDDSO or the Contractor may give notice or request an annual price adjustment for the subsequent year. The notice or request must be submitted in writing between 30 days and 90 days prior to the contract anniversary date or renewal date. TDDSO has the sole discretion in determining the rate to be approved. The adjustment shall be based upon the "CPI-W" (Consumer Price Index – Urban Wage Earners), not seasonally adjusted, Northeast urban B/C, 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.

**9. Wage and Hours Provisions**

A. 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.
   (1) 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.
   (2) Pursuant to § 9 (A), Contractor and its subcontractors must provide TDDSO with a certified payroll when submitting an invoice for payment.

**10. Subcontracting**

No Subcontracting of services is allowed with this IFB without written permission of TDDSO.

**11. Insurance**

The Contractor agrees that without expense to the State, they will procure and will maintain during the period of the proposal and contract, insurance of the kinds and in the amounts hereinafter provided, in 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 TDDSO a Certificate or Certificates in a form satisfactory to the Agency, showing that they have complied with the requirements of this section. The State of New York and the Dormitory Authority of the State of New York will be expressly named as additional insured on each policy in accordance with above. Certificates of insurance should be forwarded to the TDDSO with the signed agreement and thereafter annually on the contract anniversary date. Certificates shall state that the policies shall not be changed or cancelled until 30 days written notice has been given to TDDSO 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.

(2) Policies covering bodily injury, liability and property damage of the types hereinafter specified, each with limits of liability not less than $500,000.00 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 $1,000,000.00 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 $1,000,000.00 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.

**12. Submission of Proposals**

**A. Submission Requirements: Two (2) original copies** of a Bidder Cost Proposal are required to be submitted, **including two (2) original copies of all the Required Form Attachments** listed on page two, bid contents. All proposals and any related documentation (that is, documentation not specifically requested by this IFB but which a Bidder has submitted in support of its proposal) in response to this IFB must be received by TDDSO no later than the proposal due date and time.

(1) **TDDSO is located in a rural area. The TDDSO 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 TDDSO. 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 TDDSO.**

(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:

Taconic DDSO, Contract Unit
C/O Michael Detz, CMS 1
26 Center Circle, Services Building
Wassaic, New York 12592-2637

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

**B. References:** All bidders must submit at least three (3) work references in that will verify that they have at least three years of relevant experience to complete the work as listed in Scope of Work.

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. Bids submitted for continuous or periodic recruitment contract awards must meet the submission requirements associated with their specifications. 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 TDDSO. **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.**

**13. Procurement Information, Mandatory Requirements**

**A. Timetable of Proposal Due Dates: As listed on the Cover Page of this procurement.**

**B. 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 TDDSO 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 TDDSO 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 Phil Ingram. 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 TDDSO designated contact person.**

TDDSO 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 TDDSO finding of non-responsibility and will be afforded administrative due process prior to a final determination being made.

**C. 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 on the cover sheet of this IFB.

TDDSO will distribute its official answers to the questions to all potential Bidders according to the date indicated on the cover sheet of this IFB.

## D. TDDSO Rights

(1) TDDSO 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. TDDSO 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 TDDSO. TDDSO 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) TDDSO reserves the right to:

a. Reject any or all proposals received in response to this IFB.
b. Reissue a modified version of this IFB.

**NOTE:** With regard to all modifications, clarifications, etc. regarding this IFB, TDDSO reserves the right to issue any such modification on or before the due date for proposals, which shall go to all entities that have requested a copy of this IFB.

c. Amend any part of this IFB, at any time, upon written notification to Bidders.
d. Utilize any and all ideas submitted in the proposals received, unless legal patent or proprietary rights cover those ideas.
e. Disqualify any Bidder whose conduct or proposal fails to conform to the requirements of this IFB.
f. Accept all or part of a selected Bidder's proposal.
g. Eliminate any requirement(s) unmet by all Bidders upon notice to all parties submitting proposals or Letters of Intent.
h. Make typographical corrections to proposals, with the concurrence of the Bidder.
i. Adjust or correct cost or cost figures with the concurrence of Bidder if errors exist and can be documented to the satisfaction of TDDSO.
j. Correct computational errors with the written concurrence of the Bidder.
k. Waive procedural technicalities in proposals received, upon notification to the Bidder involved.
l. Change any of the scheduled dates, including start dates, stated herein upon notice to the Bidders.
m. Request Bidders to clarify their proposal and/or submit additional information pertaining to their proposal.
n. Request best and final offers from the Bidder that submits a technically acceptable offer proposal.
o. Negotiate with any Bidder who submits a proposal.
p. Select and award contracts to more than one Bidder.

## E. 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 TDDSO to the Contractor will be done only to the degree the Contractor voluntarily assumes the risk of nonpayment.

## F. 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.

## G. 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. A minimum of 180 calendar days from the Closing Date for Receipt of Proposals is required.

## H. Public Information Requirements

All the proposals upon submission will become the property of TDDSO. TDDSO 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. Prospective Bidders are further advised that, except for trade secrets and certain personnel information (both of which TDDSO 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 TDDSO prior to bid award. 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 TDDSO in the event of a Freedom of Information request for proposal information is received.

## I. Notice of Award, Debriefing and Bid Protests

(1) Subsequent to the evaluation of all bids received pursuant to this IFB, all Bidders will be notified of the acceptance or rejection of their proposals. 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 TDDSO.

(2) TDDSO 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 TDDSO 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.

## J. Affirmative Action

(1) TDDSO 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.

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

(3) Contractors and subcontractors shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, or marital status. For these purposes, affirmative action shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

(4) For purposes of this IFB, TDDSO has goals for subcontracting with and purchasing from Minority and Women-Owned Business Enterprises (M/WBE's) and for the employment of protected class individuals. TDDSO's goal for subcontracting and purchasing is 0-5% of the total dollars expended from any contract for subcontracts or for the purchase of supplies, equipment, or printing. TDDSO's goal for employment of protected class individuals is 0-5% of the total dollars expended from any contract for personnel or consultants.

(5) 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.

## K. 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. Should the selected Bidder seek external financing, the State reserves the

right to approve the assignment of the contract for financing purposes. In any event, TDDSO will contract only with a Bidder, not the Bidder's financing institution or subcontractors. TDDSO shall consider the selected Bidder to be the sole responsible contact with regard to all provisions of the contract resulting from this IFB.

## L. 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.

## M. 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

## N. Contract Execution

Awards are not final and the resultant contract is not considered executed and binding until approved by the Attorney General and OSC as may be required by New York State Law.

## O. 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. Vendors/not-for-profit provider agencies are invited 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.

## P. 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 TDDSO 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.

## Q. Confidentiality of Contract Terms/Information/Publication Rights

The bidder and TDDSO 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.

Upon approval of the contract by OSC, all terms of the contract become available to the public. The bidder shall treat all information, in particular information relating to TDDSO 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. The Contractor shall treat all information, including but not limited to, information relating to TDDSO service recipients and providers, obtained by it through its performance under contract, as strictly confidential. Contractors shall not disseminate any information obtained in any manner except as necessary to the proper discharge of its obligations under contract with TDDSO. Materials/documents produced by the Contractor in the fulfillment of its obligations under contract with TDDSO become the property of TDDSO unless prior arrangements have been made with respect to specific documents. The Contractor may not utilize any information obtained via interaction with TDDSO 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.

**R. General Duties and Additional Responsibilities**

Maintain a level of liaison and cooperation with TDDSO 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 TDDSO'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 TDDSO as available for the project completion. Cooperate fully with any other contractor that may be engaged by TDDSO. Agree to meet periodically with TDDSO 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 TDDSO shall be deemed by TDDSO to be gratuitous and not subject to charge by the bidder.

**S. 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.

**14. Consumer Safety Information**

On the Wassaic Campus, as well as on other state operated sites off Campus, Taconic provides services for many people with special needs. In many of our locations, we have individuals who exhibit Pica behavior. Pica 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 their homes, program sites, and residential buildings is very important to the health and safety of those in our care.

It is never proper to litter or discard rubbish or cigarettes on the grounds or along the roads. It is more important in settings like Taconic, where someone might be harmed by improper disposal of rubbish and cigarettes.

On the Campus, as well as at the off campus sites, there are special receptacles for cigarette butt disposal. Contractor employees and subcontractors shall both use these receptacles and throw trash in garbage cans or dumpsters. Violating this policy is contrary to the health and safety of the people in our care and will not be tolerated.

**15. Consultant Disclosure**

The contractor shall abide by the Consultant Disclosure requirements of State Finance Law §§ 8 and 163 and all other laws that may similarly apply.

**16. Evaluation Criteria: Method of Award**

TDDSO will select the responsible and responsive Bidder that will provide the lowest combined cost for all five (5) counties listed on the proposal form per pumped septic gallon based on total estimated combined gallons. Combined cost shall be calculated by multiplying the cost per gallon pumped for each county by the estimated maximum annual gallons per county and then by adding all counties. Bidders must provide service for all five (5) counties. Only proposals judged to be responsive to the submission requirements set forth in this IFB will be evaluated. TDDSO reserves the right to reject any and all offers.

In the event of a tie bid, the contract shall be awarded in order by the following means:

1. If the tie bid involves a certified Minority or Woman owned business enterprise (MWBE), preference shall be given to the certified MWBE.

2. If tie bids cannot be determined by the above methods, the award will be made by random selection.

# Qualifications & Scope of Work

## I. SCOPE OF WORK

This contract provides annual, on-call, and emergency pumping of septic tanks located on State owned/operated properties in Dutchess, Ulster, Putnam, Columbia, and Greene Counties. All sites listed within each County are to be serviced annually. In addition, Contractor will perform on-call or emergency service, when requested. Pumping, transporting, and disposing services are to be performed within standards as established by the NYS Department of Health.

EXHIBIT A is a listing of all sites, and includes the address, telephone number and septic tank size (if known). Sites may be added or deleted from this based on requirements, as deemed necessary by the TDDSO Plant Superintendent or designee.

## II. SERVICES

The Contractor will pump, transport, and dispose of septic tank contents in the NYS approved site reported in the Contractor's Waste Transport Permit.

A. The contract provides for pumping, transporting and disposing of the septic tank contents at a NYS approved site.

## III. SERVICE DEFINITIONS

A. Annual Septic Pumping: This is a yearly scheduled service. An appointment for this service must be made by the CONTRACTOR with the house manager/designee at the residence as listed in EXHIBIT A.

B. Emergency Pumping: Sites identified for emergency pumping may be experiencing septic system failure, resulting in a need for increased pumping, and require the following:

1. The TDDSO Plant Superintendent or his designee will only request emergency pumping service, as this service requires authorization from TDDSO Plant Superintendent or his designee.

2. The CONTRACTOR must respond to emergency pumping requests within 24 hours of notification from the TDDSO Plant Superintendent or his designee.

3. The CONTRACTOR will pump at a frequency determined by the TDDSO Plant Superintendent or his designee for the entire period of the emergency.

## IV. DAMAGES

Any physical damage to property during the execution of this contract will be the responsibility of the Contractor to provide full repair, restoration, or replacement, at the discretion of TDDSO.

## V. ACCOUNTING

**A. PREVAILING WAGES:** Prevailing Wages do APPLY to this contract. *A copy of Contractors certified payroll is required to be submitted with invoices prior to payment for services rendered.*

**B. JOB TICKETS**

Two-part service tickets must be used and service tickets must be signed by the residence staff upon completion of pumping. One copy of the service ticket should be left at the residence with staff. The second service ticket must be attached to the invoice and submitted by the Contractor within 30 days to the Contract Unit, Taconic DDSO, 26 Center Circle, Wassaic NY 12592. The invoice is to include the following information:

(1) The name and address of the site serviced.
(2) The date the service was performed.
(3) Identify the service performed.
(4) The number of gallons disposed
(5) The cost/gallon

**C. INVOICES**

Invoices must indicate Invoice number, PO# OPD01- , Contract number, the name of the site, number of gallons pumped and date of service. An invoice may be submitted for a single site or multiple sites; as long as each site is itemized on the invoice. All invoices must have a signed Job Ticket attached. Invoices are to be submitted for payment within thirty (30) days of service to:

OPWDD Taconic DDSO
Unit ID: 3660241
C/O NYS OGS Business Services Center
P. O. Box 2117
Albany, New York 12220-0117

## VI. EXHIBIT A

| COUNTY | HOUSE NAME | ADDRESS | Site Telephone # | EST. MAX. TOTAL GALLONS |
|---|---|---|---|---|
| COLUMBIA | | | | |
| Columbia | County Route 19 IRA | 1743 County Route 19, Red Hook, NY, 12571 | 845-756-3313 | 2,000 |
| Columbia | Fish & Game IRA | 243 Fish & Game Road, Hudson, NY, 12534 | 518-828-2818 | 2,000 |
| Columbia | Maple Lane IRA | 251 Maple Lane, Valatie, NY 12184 | 518-758-9854 | 3,000 |
| Columbia | Valatie North IRA | 9 Independance Way, Valatie. NY 12184 | 518-784-3443 | 1,000 |
| Columbia | Valatie South IRA | 10 Independence Way, Valatie, NY 12184 | 518-784-3444 | 2,000 |
| Columbia Total | | | | 10,000 |
| | | | | |
| DUTCHESS | | | | |
| Dutchess | Beekman IRA | 763 Beekman Road, Hopewell Jct. , NY 12533 | 845-226-3584 | 1,000 |
| Dutchess | Belpark IRA | 26 Greentree North, Hyde Park, NY 12538 | 845-229-6481 | 2,000 |
| Dutchess | Box 130 Rt. 22 IRA | 2078 Route 22, Wingdale, NY | 845-832-6840 | 750 |
| Dutchess | Bykenhulle IRA | 7 Bykenhulle Rd., Hopewell Jct., NY 12533 | 845-227-1425 | 2,000 |
| Dutchess | Camby IRA | 859 Camby Road, Millbrook, NY 12545 | 845-677-6937 | 1,000 |
| Dutchess | Clinton Hollow IRA | 232 Clinton hollow Rd., Salt Point, NY 12578 | 845-266-3606 | 1,000 |
| Dutchess | Clove Valley IRA | 1489 Clove Valley Rd., Poughquag, NY 12540 | 845-724-3657 | 1,000 |
| Dutchess | Depot Hill IRA | 36 Depot Hill Rd., Amenia, NY 12501 | 845-373-8739 | 1,500 |
| Dutchess | Diddle IRA | 310 Diddle Road, Poughkeepsie, NY 12603 | 845-485-4836 | 1,000 |

| | | | | |
|---|---|---|---|---|
| Dutchess | Dover IRA | 3292 Route 22, Dover Plains, NY 12522 | 845-877-9249 | 2,000 |
| COUNTY | HOUSE NAME | ADDRESS | Site Telephone # | EST. MAX. TOTAL GALLONS |
| Dutchess | East Duncan Hill IRA | 185 E. Duncan Hill Rd., Dover Plains, NY 12522 | 845-832-3196 | 2,000 |
| Dutchess | Evergreen IRA | 107 Spruce Lane, Clinton Corners, NY 12514 | 845-266-4535 | 3,000 |
| Dutchess | Gardner Hollow IRA | 341 Gardner Hollow Rd., Poughquag, NY 12570 | 845-725-4139 | 2,500 |
| Dutchess | Grounds Dept. | Sinpatch Road, Wassaic, NY 12592 | 845-877-6821 ext. 3295 | 1,000 |
| Dutchess | Heritage IRA | 51 Sinpatch Rd., Wassaic, NY 12592 | 845-877-3109 | 1,000 |
| Dutchess | Hillis Terrace | 81 Hillis Terrace, Poughkeepsie, NY 12603 | 845-463-0116 | 2,500 |
| Dutchess | Ludlow Woods IRA | 259 Ludlow Woods Rd., Stanfordville, NY 12581 | 845-868-1456 | 1,000 |
| Dutchess | Mallory IRA | 266 Mallory Road, Verbank, NY, 12585 | 845-677-3477 | 1,000 |
| Dutchess | Maple ICF | 42 Sinpatch Rd., Wassaic, NY 12592 | 845-8776126 | 1,000 |
| Dutchess | Mayflower IRA | 55 Mayflower Ave., Dover Plains, NY 12522 | 845-832-3745 | 1,000 |
| Dutchess | McCarthy IRA | 20 McCarthy Rd., Dover Plains, NY 12522 | 845-877-3593 | 3,500 |
| Dutchess | Meadow Lane IRA | 6 Meadow Lane, Millerton, NY 12546 | 518-789-6901 | 2,500 |
| Dutchess | Mistler ICF | 18 Sinpatch Rd., Wassaic, NY 12592 | 845-877-6618 | 1,000 |
| Dutchess | Old Route 9 IRA | 130 Old Route 9, Fishkill, NY 12524 | 845-897-3306 | 2,500 |
| Dutchess | Orchard ICF | 22 Sinpatch Road, Wassaic, NY 12592 | 845-877-3785 | 2,500 |
| Dutchess | Pawling Day Hab | 43 Overlook Dr., Pawiling, NY 12564 | 845-855-3598 | 2,000 |
| Dutchess | Pryor ICF | 19 Sinpatch Rd., Wassaic, NY 12592 | 845-877-6885 | 1,000 |
| Dutchess | Quarry Hill IRA | 19 Quarry Hill Rd., Millerton, NY 12546 | 518-789-6877 | 1,000 |
| Dutchess | Queen Anne IRA | 49 Queen Anne Ln., Wappingers, NY 12590 | 845-226-7718 | 2,500 |

| | | | | |
|---|---|---|---|---|
| Dutchess | River Road IRA | 15 River Rd., Pawling, NY 12564 | 845-855-5490 | 1,500 |
| COUNTY | HOUSE NAME | ADDRESS | Site Telephone # | EST. MAX. TOTAL GALLONS |
| Dutchess | Riverview ICF | 55 Sinpatch Rd., Wassaic, NY 12592 | 845-877-6474 | 2,000 |
| Dutchess | Route 44 Millbrook IRA | 4093 Route 82, Millbrook, NY 12545 | 845-677-0126 | 1,500 |
| Dutchess | Route 55 IRA | 6946 Route 55, Wingdale, NY 12594 | 845-832-3681 | 1,000 |
| Dutchess | Route 82 IRA | 1468 Route 82, Hopewell Jct., 12533 | 845-226-6765 | 2,500 |
| Dutchess | Rudd Pond IRA | 123 Rudd Pond Rd., Millerton, NY 12546 | 518-789-6963 | 1,000 |
| Dutchess | Schultz Hill IRA | 167 Schultz Hill Rd., Staatsburg, NY 12580 | 845-876-9655 | 1,500 |
| Dutchess | Sleight Pass IRA | 230 Sleight Pass Rd. Pleasant Valley, NY 12569 | 845-485-4713 | 1,000 |
| Dutchess | Spruce House ICF | 66 Sinpatch Rd. Wassaic, NY 12592 | 845-877-3438 | 2,500 |
| Dutchess | Verbank IRA | 90 Verbank Club Rd., Verbank, NY 12585 | 845-677-8879 | 3,080 |
| Dutchess Total | | | | 65,330 |
| | | | | |
| GREENE | | | | |
| Greene | Malmstrom IRA | 25 Malmstrom Dr., Cairo, NY 12413 | 518-622-2951 | 2,000 |
| Greene | Route 23B IRA | 707 Route 23B, Cairo, NY 12413 | 518-622-2863 | 3,000 |
| Greene Total | | | | 5,000 |
| | | | | |
| PUTNAM | | | | |
| Putnam | Belden IRA | 21 Belden Rd., Carmel, NY 10512 | 845-228-1647 | 200 |
| Putnam | Deer Hill IRA | 25 Deer Hill Ct., Carmel, NY 10512 | 845-225-5271 | 1,000 |
| Putnam | Fowler IRA | 384 Dennytown Rd., Putnam Valley, NY 10579 | 845-528-3816 | 2,500 |

| | | | | |
|---|---|---|---|---|
| Putnam | South Quaker IRA | 127 South Quaker Hill, Patterson, NY 12563 | 845-878-6237/6236 | 1,000 |
| COUNTY | HOUSE NAME | ADDRESS | Site Telephone # | EST. MAX. TOTAL GALLONS |
| Putnam | Stagecoach IRA | 198 Stagecoach Rd., Patterson, NY 12563 | 845-878-3071 | 2,250 |
| Putnam | Stepping Stone IRA | 345 Route 301, Cold Spring, NY 10516 | 845-265-4665 | 2,000 |
| Putnam Total | | | | 8,950 |
| | | | | |
| ULSTER | | | | |
| Ulster | Ashokan IRA | 251 Spillway Road, West Hurley, NY 12491 | 845-338-7591 | 1,000 |
| Ulster | Gabriety IRA | 37 Gabriety Road, Highland, NY 12528 | 845-691-3731 | 1,000 |
| Ulster | Hawley Corners Warehouse | 265 Hawley Corners Rd., Highland, NY 12528 | 845-891-7790 | 1,000 |
| Ulster | Livingston Court IRA | 5 Livingston Ct., Woodstock, NY 12498 | 845-679-5960 | 1,000 |
| Ulster | Malden IRA | 895 Route 9W, Saugerties, NY 12477 | 845-246-3819 | 4,500 |
| Ulster | Marakill IRA | 487 Route 299, New Paltz, NY 12561 | 845-255-8155 | 2,000 |
| Ulster | Marbletown IRA | 4220 Route 209, Stone Ridge, NY 12484 | 845-687-2046 | 1,000 |
| Ulster | North Ohioville IRA | 656 North Ohioville Rd., New Paltz, NY 12561 | 845-255-8701 | 2,250 |
| Ulster | Route 32A IRA | 36 Route 32A, Saugerties, NY 12477 | 518-678-6237 | 1,200 |
| Ulster | South Chodikee IRA | 120 S. Chodikee Lake Rd., Highland, NY 12528 | 845-691-7145 | 1,000 |
| Ulster | Vincent IRA | 265 Hawley Corners Rd., Highland, NY 12528 | 845-691-6699 | 3,100 |
| Ulster | Witchtree IRA | 40 Witchtree Rd., Woodstock, NY | 845-679-2615 | 2,000 |
| Ulster Total | | | | 21,050 |
| | | | | |
| GRAND TOTAL | | | | 110,330 |

# Cost Proposal Form

**All pricing shall be as per event**

## Cost Proposal Form

| County | Price per Gallon Pumped | Estimated Maximum Annual Gallons |
|---|---|---|
| | - | - |
| Columbia | | 10,000.00 |
| | | |
| Dutchess | | 65,330.00 |
| | | |
| Greene | | 5,000.00 |
| | | |
| Putnam | | 8,950.00 |
| | | |
| Ulster | | 21,050.00 |
| | | |
| Total | | 110,330.00 |

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: Fax:

# 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.