

Division of Enterprise Solutions

Mark P. Pattison, Deputy Commissioner

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www.opwdd.ny.gov

November 9, 2012

INVITATION FOR BID (IFB)

Bid #794Q

TRANSPORTATION SERVICE

The Office for People With Developmental Disabilities (OPWDD), Capital District Developmental Disabilities Services Office (DDSO), is soliciting bids for Transportation Service for individuals residing at OD Heck Developmental Center to Day Program at Russell Road in Albany, and individuals at two community residences located in Troy to Day Program at Russell Road in Albany, Monday through Friday, effective May 1, 2013 through April 30, 2018.

Each vendor must inform themselves by personal examination of the specifications, locations, and extent of the proposed service and, by such other means as he may select, of the character, nature, quality and extent of work to be performed and the condition under which the contract is to be executed.

If you wish to submit a bid, please complete and return Exhibit A – Bid Proposal.

The following documents may be required upon award:

- Exhibit B – References
- Exhibit C – Confirmation of Compliance with IFB
- Exhibit D – Certification
- Exhibit E – Small, Women, Minority Owned Business Enterprise Questionnaire
- Procurement Lobbying Packet
- Vendor Responsibility Questionnaire
- ST-220 TD & CA
- Appendix A – Supplement: MWBE Documents
- HIPAA Hitech BAA Agreement

All documents must be received by Tuesday, December 11, 2012 prior to the bid opening time of 3:00 P.M. Faxed bids will not be accepted. The bid must be contained in a sealed envelope that specifies “Bid Enclosed” and the bid opening date and time.

The public bid opening will be held

3:00 p.m.

Tuesday, December 11, 2012

Capital District DDSO
Contract Unit - Building 1, 4th Floor
500 Balltown Road
Schenectady, NY 12304

If you choose to not bid at this time, please complete the enclosed Non-Bid Response Form and return it to this office.

All questions should be submitted in writing by Tuesday, November 20, 2012, citing the particular bid section and paragraph number to the address indicated above. Answers to all questions of a substantive nature will be given to all Prospective Bidders in the form of a formal addendum which will become part of the ensuing contract.

Questions relative to the Bid Package should be directed to me or Danielle Calamaras at (518) 370-7342.

Sincerely,

A handwritten signature in cursive script that reads "Stacey Relation". The signature is written in black ink and is positioned above the printed name and title.

Stacey Relation
Contract Management Specialist 1

Notice to Bidders: M/WBE PROGRAM MANAGEMENT UNIT

Article 15-A of the Executive Law, signed into law on July 19, 1988, authorized the creation of a division of Minority and Women's Business Enterprise Development to promote employment and business opportunities on state contracts for minorities and women. Under this statute, State agencies are charged with establishing business participation goals for minorities and women.

New York State Office for People With Development Disabilities (OPWDD) have established an overall participation level of six percent (20%) for every competitive procurement contract. OPWDD has established a goal of ten (10%) for the participation of certified minority-owned business enterprises and a goal of ten (10%) for the participation of certified women-owned business enterprises. The Equal Employment Opportunity (EEO) goals are twenty (20%), ten (10%) for minority workforce participation and ten (10%) for women workforce participation. These goals have been published in OPWDD Master Goal Plan, and every competitive procurement will include this goal.

OPWDD is serious about achieving its goals with respect to MWBE participation, and we witnessing an active interest on the part of primary contractors to identify MWBE's that can participate as subcontractors.

It is incumbent upon OPWDD to assist vendors and hold them accountable for demonstrating best efforts to achieve the agency goals. Consistent with this commitment, this document has been created to assist you in meeting goals that have been set by OPWDD.

A listing of NYS certified Minority and Women Owned Businesses can be found at the following website:

<http://www.nylovesmwbe.ny.gov/cf/search.cfm>

Successful Bidders are also reminded that in order to supply OPWDD with the products and services contracted for, your business will utilize a wide variety of products and services from smaller vendors. Having these services providing through an M/WBE vendor can be counted in your satisfaction of the goals established by OPWDD. A partial listing of services is included below:

- accounting services
- Medical supplies
- electrical services
- publishing
- travel services
- technical writing
- training
- shredding services
- rubbish removal
- security
- furniture
- printing services
- advertising
- cleaning supplies
- tax preparation
- car rental
- office supplies
- heating and cooling
- janitorial services
- pest control
- copying

If you need help finding providers of a specific service, please contact Tamara Dews at 518-474-5513 or via e-mail Tamara.J.Dews@OPWDD.ny.gov

The requisite M/WBE-EEO forms contained in the Addendum to Appendix A: Supplement must be completed and submitted along with the bid documents to provide verification that good faith efforts were made in the solicitation process. This document and relevant forms are attached.

Complete and include the following forms with the bid:

- MWBE-EEO Policy Statement (Form 100);
- MWBE Staffing Plan (Form 101); and
- MWBE Utilization Plan (Form 103).

Thanks you for your interest in doing business with NYS OPWDD.

PROCUREMENT LOBBYING PACKET

You MUST complete and submit with your bid, all forms included in this Procurement Lobbying Packet

Table of Contents:

1. Procurement Lobbying Act
2. Termination Provision
3. Offerer's Affirmation of Understanding of and Agreement pursuant to State Finance Law §139-j (3) and §139-j (6) (b)
4. Offerer Certification of Compliance with State Finance Law §139-k (5)
5. Offerer Disclosure of Prior Non-Responsibility Determinations

**Procurement Lobbying Act:
(Chapter 1 of the Laws of 2005)**

State Finance Law, Section 139-j and 139-k provides that certain communications between OPWDD and its vendors are limited, and in some instances are prohibited, during the procurement process. An individual or entity (or someone acting on their behalf) is restricted in communicating with OPWDD staff where the purpose of the communication is reasonably considered to be an attempt to influence the procurement. This restriction commences at the earliest moment that OPWDD issues its intent to solicit offers and continues through the final award and approval of the procurement by OPWDD and, if applicable, the Office of the State Comptroller. OPWDD is obligated to identify in its solicitation certain staff who may be contacted during the procurement process. Any contacts to OPWDD other than to those individuals so identified by OPWDD, subject to certain specific exclusions, are prohibited. OPWDD employees are also required to obtain and record certain information when they are contacted during this restricted period and any impermissible contacts must be taken into account prior to the award of the procurement contract. Instances of such impermissible contacts must be referred and an investigation will be undertaken to determine whether there was a knowing and willful violation of these requirements. If there is reason to believe that a violation did in fact occur, then the offending vendor must be so notified and afforded an opportunity to be heard prior to a final determination. If such a violation is found to have occurred there can be a finding of non-responsibility for that vendor and two such findings within a four year period may result in a debarment from further governmental procurement contracts.

Further information about these requirements can be found at:

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

Termination Provision

The Office for People With Developmental Disabilities (OPWDD) reserves the right to terminate this contract in the event it is found that the certification filed by the Offerer in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Office for People With Developmental Disabilities (OPWDD) may exercise its termination right by providing written notification to the Offerer in accordance with the written notification terms of this contract.

**Offerer's Affirmation of Understanding of and
Agreement pursuant to State Finance Law §139-j (3) and §139-j (6) (b)**

Offerer affirms that it understands and agrees to comply with the procedures of the Office for People With Developmental Disabilities (OPWDD) relative to permissible contacts as required by State Finance Law §139-j (3) and §139-j (6) (b).

By: _____ Date: _____

Name: _____

Title: _____

Contractor Name: _____

Contractor Address: _____

Offerer Certification of Compliance with State Finance Law §139-k (5)

Offerer Certification:

I certify that all information provided to the Office for People With Developmental Disabilities (OPWDD) with respect to State Finance Law §139-k is complete, true and accurate.

By: _____ Date: _____

Name: _____

Title: _____

Contractor Name: _____

Contractor Address: _____

6. If yes, please provide details below.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

(Add additional pages as necessary)

Offerer certifies that all information provided to the Office for People With Developmental Disabilities (OPWDD) with respect to State Finance Law §139-k is complete, true and accurate.

By: _____ Date: _____

Signature

**NEW YORK STATE
OFFICE FOR PEOPLE WITH
DEVELOPMENTAL DISABILITIES**

INVITATION FOR BID

NON-BID RESPONSE FORM

NAME OF SERVICE/PROJECT: 794Q
BID/PROJECT NUMBER: Transportation Service
SITE NAME AND ADDRESS: Capital District DDSO

A required activity of the *Invitation For Bid (IFB)* process is the compiling of a Bidders List. Ideally, this list should incorporate not only those proposals submitted, but also feedback from vendors receiving the *IFB* to determine why proposals were not submitted.

If you are not interested in submitting a bid on the enclosed proposal, please provide a brief explanation: _____

PLEASE KEEP MY FIRM ON YOUR BIDDERS LIST.

PLEASE REMOVE MY FIRM FROM YOUR BIDDERS LIST.

Name of Firm: _____

Address: _____

Phone/Fax: _____

Email address: _____

Signature: _____

THIS FORM MAY BE FAXED TO (518) 370-8068 or mailed to:

OPWDD
Contract Management Unit
Bldg. 1, 4th Floor
500 Balltown Road
Schenectady, NY 12304

Please be advised that **no response** may result in removal of your company from our Bidders List.

McChesney Avenue



Take I-87 (Northway) North from Albany to Exit 7 (Troy/Cohoes). Follow Route 7 East into Troy up Hoosick Street for 2½ miles. On Route 7 do not turn at the first McChesney Avenue street sign (traffic light). Proceed on Route 7 past the Marshall's Body Shop and Brunswick Diner (which are on the left). McChesney Avenue is on the right. Take a right onto McChesney, the 4th house on the right is set way back (approximately 800-1,000 feet). 185 McChesney Avenue, Brunswick 12180

Phone - 279-0675

24th Street



Take I-87 (Northway) North from Albany to Exit 7 (Troy). Follow Route 7 East into Troy. From the light after the Collar City Bridge, proceed on Hoosick Street for another ½ mile. 24th Street will be on your left. Take a left onto 24th Street. The house (# 28) is on the right side. 28 24th Street, Troy 12180

Phone - 273-9855

OD. HECK CENTER



500 Balltown Road, Schenectady, NY 12304

Russell Road and Capital Day Services



Take I90 East from Exit 24 of NYS Thruway. Take Exit 5, Everett Road and turn right. Go to the traffic light at the intersection of Everett Road and Central Avenue. Turn right at the light on to Central Avenue, go past Westgate Shopping Center (approx. ½ mile on the right). Immediately past the Westgate sign and *before* Cole Muffler, turn right on to Russell Road.

From OD Heck Center take Route 5 and head East. Travel approximately 5 miles, cross Wolf Road, and continue approximately another 3 miles to Russell Road. At Cole Muffler and immediately before the Westgate Shopping Center sign, take a left on to Russell Road. The building is on the left. 30 Russell Road, Albany 12206

#30 Russell Road is the large middle building directly across from the Price Chopper parking lot. Enter through the front lobby.

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are

required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually

agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to

be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict

with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the

subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.

In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
<http://www.empire.state.ny.us>

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has

retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS.

Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.

If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

APPENDIX A: SUPPLEMENT

The parties to the attached contract agree to be bound by the following, which are hereby made part of said contract:

1. The contractor shall not discriminate against any applicant for services for reasons based upon religion or religious belief. The contractor shall not use any monies received from the State to benefit or inhibit a particular religion or religious belief.

2. The relationship of the contractor to the State is that of an independent contractor and the officers and employees of the contractor shall conduct themselves in a manner consistent with such status, shall neither hold themselves out as nor claim to be officers, employees, or agents of the State by reason thereof, and shall not make any claim, demand or application to or for any right of the State, including, but not limited to, Workers' Compensation coverage, unemployment insurance benefits, Social Security coverage or retirement membership credit.

3. The contractor shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons or property, including death, arising out of or related to the services to be rendered by the contractor. It shall indemnify and hold harmless the State and its officers and employees from any and all claims, suits, actions, damages and costs of every nature and description arising out of or related to the services to be rendered by the contractor or the violation by the contractor, its employees, servants, agents, or contractors, of any law, ordinance, rule or regulation in connection therewith.

4. Neither party shall be liable for losses, defaults, or damages under this contract which result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it pursuant to the terms and conditions of this contract, due to or because of acts of God, the public enemy, earthquake, floods, typhoons, civil strife, fire or any other cause beyond the reasonable control of the party that was so delayed in performing or so unable to perform, provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party shall resume full performance of such obligations and responsibilities promptly upon removal of any such cause.

5. If any term or provision of the contract shall be found to be illegal or unenforceable, then, notwithstanding, the contract shall remain in full force and effect and such term or provision shall be deemed stricken from the contract.

6. The contractor shall comply with all statutory requirements relating to the confidentiality of information obtained during the performance of the contract.

7. The contractor shall certify that payment requests do not duplicate reimbursement of costs and services received from other sources.

8. Upon termination of the contract, there shall be a reconciliation based upon the services provided by the contractor and the payments made by the State. The contractor shall refund to the State any overpayments made by the State pursuant to the contract.

9. Unless otherwise provided, the contract may be amended, modified, renewed, and/or renegotiated by written agreement of the parties which shall become effective upon approval by the Office of the State Comptroller.

10. Unless otherwise provided, the OPWDD may cancel the contract without cause upon serving thirty (30) days' written notice on the contractor. Cancellation by mutual agreement of all parties to the contract will be allowed subject to documentation in writing.

11. No part of the contractor's income or resources shall be used directly or indirectly for the benefit of, or payment to, any State employee for services provided under this contract other than employees whose names are furnished to the OPWDD and no employee so identified shall receive any benefit or payment under this contract without prior written approval by the OPWDD.

12. This contract contains all the terms and conditions agreed upon by the parties and no statement or representation, oral or written, express or implied, shall be deemed to exist or to bind either party or to vary any of the terms and conditions of the contract.

13. Where applicable, the contractor shall maintain eligibility for reimbursement from any program that provides payment for services and shall apply for and obtain all funds available for the program from any public or private source. Upon request, the OPWDD shall assist in establishing the contractor's eligibility for such funds.

14. General conditions relating to Article 15-A of the Executive Law are set forth in the attached Addendum.

15. A determination of vendor non-responsibility may be cause for termination of the contract.

16. Contractor must comply with the provisions of Mental Hygiene Law Section 16.33 and Executive Law Section 845-b, the regulations related to criminal history record checks adopted by OPWDD in connection with the fingerprinting of certain individuals and the policies and procedures of OPWDD in connection therewith. In particular, any individual employed by or affiliated as a volunteer with a provider of services as defined in Section 1.03(5) of the Mental Hygiene Law who has regular and substantial unsupervised or unrestricted physical contact with people receiving services (such contact hereinafter referred to as "consumer contact") and who hereafter submits or who has submitted an application for employment or otherwise becomes or became affiliated with the Contractor on or after April 1, 2005 (such individual hereinafter referred to as "a subject party") shall be required to consent and submit to a criminal history record check. Upon the completion thereof, the contractor shall deny or hold in abeyance employment or volunteer opportunities involving consumer contact to a subject party when directed to do so by OPWDD and in those instances the contractor shall notify the subject party that his or her criminal history record information is the basis for such action taken by the contractor.

17. The Procurement Lobbying Act is applicable to specified non-grant governmental procurements of

annualized value greater than \$15,000 which are initiated after January 1, 2006.

18. Federal False Claims Act (31 USC Sections 3729-3733) and the New York State False Claims Act (State Finance Law Article XIII, Sections 187-194) – contractor is bound by all of the related laws. The law requires that OPWDD provide its contractors with information about the federal False Claims Act, the New York State False Claims Act, and other federal and State laws that play a role in preventing and detecting fraud, waste and abuse in federal health care programs. This information must include the whistleblower protections that are in these laws. OPWDD must also provide its contractors with information about OPWDD's own policies and procedures for detecting and preventing waste, fraud and abuse. You can find detailed descriptions of these laws, their whistleblower protections and OPWDD's policies on the OPWDD website – (www.opwdd.ny.gov). At the home page, select Information for Providers on the left side of the page, then select False Claims Recoveries. You can also visit the New York State Medicaid Inspector General website at www.omig.state.ny.us to obtain information about these laws. A paper copy of the detailed descriptions of the laws and of OPWDD policies and procedures related to waste, fraud and abuse is available from the OPWDD Contract Management Unit, 3rd floor, 44 Holland Ave., Albany NY 12229-0001. As a contractor of OPWDD, you are required to participate in the reviews and audits described in OPWDD's policies, and to abide by these policies with respect to funding for OPWDD services. You are also required to make the information at the OPWDD website address listed above available to all your employees and to all of your contractors involved in performing work under your contract with OPWDD.

19. Both the United States Department of Health and Human Services and the Office of the Medicaid Inspector General (OMIG) can exclude persons and organizations from federal and State healthcare programs. If this contract is funded through the New York State Medicaid program, the following applies:

For contractors

The contractor represents that:

- (1) The United States Secretary of Health and Human Services has not excluded the contractor from participation in a federal health care program (including the Medicaid program) under 42 U.S.C. §§1320a-7 or 1320a-7a, or excluded the contractor from eligibility to provide services under the Social Security Act on a reimbursable basis under 42 U.S.C. §1320c-5;
- (2) The Secretary of Health and Human Services has not directed the New York State Department of Health or any other New York State government agency to exclude the contractor from participation in a federal health care program (including the Medicaid program) under 42 U.S.C. §§1320a-7(d) or 1320a-7a(a);
- (3) The New York State Medicaid Inspector General has not excluded the contractor from participation in the New York Medicaid program under 18 NYCRR Part 515, and
- (4) No federal or State agency has otherwise excluded the contractor from participation in the New York Medicaid program or excluded the contractor from eligibility to provide services under the Social Security Act or the New York Medicaid program on a reimbursable basis.

If, during the term of this contract, the contractor is excluded from participation in a federal health care program or the New York Medicaid program, or is excluded from eligibility to provide services under the Social Security Act or the New York Medicaid program on a reimbursable basis, under the authorities stated above, this contract shall be immediately terminated.

20. On February 12, 2007 the Diesel Emissions Reduction Act took effect as law. Pursuant to new §19-0323 of the N.Y. Environmental Conservation Law ("NYECL"), it is now a requirement that heavy duty diesel vehicles in excess of 8,500 pounds use the best available retrofit technology ("BART") and ultra low sulfur diesel fuel ("ULSD"). The requirements of the law apply to all vehicles owned, operated by or on behalf of, or leased by State agencies and State or regional public authorities. As a contract vendor, the Law may be applicable to vehicles used by contract vendors "on behalf of" State agencies and State or regional public authorities. Therefore, the bidder/contractor hereby certifies and warrants that all heavy duty vehicles, as defined in NYECL §19-0323, to be used under this contract will comply with the specifications and provisions of NYECL §19-0323, and any regulations promulgated pursuant thereto, which requires the use of BART and ULSD, unless specifically waived by NYSDEC. Qualification and application for a waiver under this Law will be the responsibility of the bidder/contractor.

21 Notices:

- (1). All notices permitted or required hereunder shall be in writing and shall be transmitted either:
 - (a) via certified or registered United States mail, return receipt requested;
 - (b) by facsimile transmission;
 - (c) by personal delivery;
 - (d) by expedited delivery service; or
 - (e) by e-mail.

Such notices shall be addressed as follows or to such different addresses as the parties may from time-to-time designate:

State of New York, Office for People with Developmental Disabilities (OPWDD)

Name: Stacey Relation
Title: Contract Management Specialist 1
Address: OPWDD, 500 Balltown Road, Contract Unit, Bldg. 1, Schenectady, NY 12304
Telephone Number: (518) 370-7541
Facsimile Number: (518) 370-8068
E-Mail Address: capcontr@opwdd.ny.gov

[Contractor Name]

Name:
Title:
Address:
Telephone Number:
Facsimile Number:
E-Mail Address:

(2). Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

(3). The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

22. Chapter 1 of the Laws of 2012 amends State Finance Law by adding new section 165-A known as the Iran Divestment Act of 2012. This Act became effective on April 12, 2012 and imposes limitations on vendors that do business with the Iranian energy sector. The Act prohibits, with certain exemptions, state contracts and subcontracts with "persons" engaged in investment activities in the energy sector of Iran. For commodities, services, construction, and printing, the Act requires that bids or offers for and renewals or assignments of, contracts include certification with respect to investment activities in Iran. According to the Act, a person engages in investment activities in Iran if the person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran or is a financial institution that extends twenty million dollars (\$20,000,000) or more in credit for a minimum of 45 days to a person for purposes of providing goods or services in the energy sector of Iran. The Act requires that within 120 days after the effective date of the law (eff. April 12, 2012), the Office of General Services (OGS) develop a list of persons who engage in investment activities in Iran. Any person on the list is deemed non-responsive as defined in State Finance Law section 163. The list will be posted on the OGS website. No person on the list shall be utilized as a contractor or a subcontractor. Exemptions may be granted under certain conditions as denoted in Office of the State Comptroller (OSC) bulletin numbered G-252 issued on 3/2/2012 and available on the OSC website.

April 1, 2012

ADDENDUM TO APPENDIX A: SUPPLEMENT

Authority: Article 15-A of the Executive Law and 5 NYCRR parts 140-144- Standard Clauses for All New York State Office for People with Developmental Disabilities (OPWDD) Contracts

PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS: REQUIREMENTS AND PROCEDURES

I. General Provisions

- A. The Office For People With Developmental Disabilities is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 (“MWBE Regulations”) for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. The Contractor to the subject contract (the “Contractor” and the “Contract,” respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the New York State Office For People With Developmental Disabilities (the “OPWDD”), to fully comply and cooperate with the OPWDD in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for certified minority and women-owned business enterprises (“MWBEs”). Contractor’s demonstration of “good faith efforts” pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) or other applicable federal, state or local laws.
- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Appendix or enforcement proceedings as allowed by the Contract.

II. Contract Goals

- A. For purposes of this procurement, the OPWDD hereby establishes an overall goal of **20%** for Minority and Women-Owned Business Enterprises (“MWBE”) participation, **12%** for Minority-Owned Business Enterprises (“MBE”) participation and **8%** for Women-Owned Business Enterprises (“WBE”) participation (based on the current availability of qualified MBEs and WBEs).
- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in Section II-A hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address: <http://www.esd.ny.gov/mwbe.html>.

Additionally, Contractor is encouraged to contact the Division of Minority and Woman Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

- C. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document “good faith efforts” to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the OPWDD for liquidated or other appropriate damages, as set forth herein.

III. Equal Employment Opportunity (EEO)

- A. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the “Division”). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.
- B. Contractor shall comply with the following provisions of Article 15-A:
1. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, grading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
 2. The Contractor shall submit an EEO policy statement to the OPWDD within seventy two (72) hours after the date of the notice by OPWDD to award the Contract to the Contractor.
 3. If Contractor or Subcontractor does not have an existing EEO policy statement, OPWDD has provided the Contractor or Subcontractor a model statement (see Form 100 – Minority and Women-Owned Business Enterprises Equal Employment Opportunity Policy Statement).
 4. The Contractor’s EEO policy statement shall include the following language:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
 - b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

- c. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "E" of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

C. Form 101 - Staffing Plan

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Staffing plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

D. Form 102 - Workforce Employment Utilization Report ("Workforce Report")

1. Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the OPWDD of any changes to the previously submitted Staffing Plan. This information is to be submitted on a quarterly basis during the term of the contract to report the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted to report this information.
2. Separate forms shall be completed by Contractor and any subcontractor performing work on the Contract.
3. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Workforce Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.

- E. Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment

because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

IV. MWBE Utilization Plan

A. The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan prior to the execution of the contract.

B. MWBE Utilization Plan (Form MWBE 103).

1. Contractors are required to submit a Utilization Plan on **Form MWBE 103** with their bid or proposal. Complete the following step to prepare the Utilization Plan:
 - a. list NYS Certified minority- and women-owned business enterprises which the Contractor intends to use to perform the State contract;
 - b. insert a description of the contract scope of work which the Contractor intends to structure to increase the participation by NYS Certified minority- and women-owned enterprises on the State contract;
 - c. insert the estimated or, if known, actual dollar amounts to be paid to and performance dates of each component of a State contract which the Contractor intends to be performed by a NYS Certified minority- or women-owned business; and
 - d. Any modifications or changes to the agreed participation by NYS Certified MWBEs after the Contract Award and during the term of the contract must be reported on a revised MWBE Utilization Plan and submitted to the NYS OPWDD MWBE Program Management Unit.
2. The NYS OPWDD MWBE Program Management Unit will review the MWBE Utilization Plan and will issue the Contractor a written notice of acceptance or deficiency within twenty (20) day of its receipt. A notice of deficiency shall include the:
 - a. list NYS Certified minority- and women-owned business enterprises which the Contractor intends to use to perform the State contract;
 - b. name of any MWBE which is not acceptable for the purpose of complying with the MWBE participation goals;
 - c. reasons why it is not an acceptable element of the Contract scope of work which the MWBE Program Management Unit has determined can be reasonably structured by the Contractor to increase the likelihood of participation in the Contract by MWBEs; and
 - d. other information which the MWBE Program Management Unit determines to be relevant to the MWBE Utilization Plan.

3. The Contractor shall respond to the notice of deficiency within seven (7) business days of receipt by submitting to NYS OPWDD MWBE Program Management Unit a written remedy in response to the notice of deficiency.
 - a. If the written remedy that is submitted is not timely or is found to be inadequate, the MWBE Program Management Unit shall notify the Contractor and direct the Contractor to submit, within five (5) business days, a request for partial or total waiver of MWBE participation goals on forms provided by NYS OPWDD MWBE Program Management Unit.
 - b. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.
 4. NYS OPWDD MWBE Program Management Unit may disqualify a Contractor as being non-responsive under the following circumstances:
 - a. If a Contractor fails to submit a MWBE Utilization Plan;
 - b. If a Contractor fails to submit a written remedy to a notice of deficiency in a MWBE Utilization Plan;
 - c. If a Contractor fails to submit a request for waiver; or
 - d. If the MWBE Program Management Unit determines that the Contractor has failed to document Good Faith Efforts.
- C. Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this Appendix.
- D. Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, OPWDD shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

V. Waivers

- A. For Waiver Requests Contractor should use Form 104 – Waiver Request.
- B. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver form documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete the OPWDD shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.
- C. If the OPWDD, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the OPWDD may issue a notice of deficiency to the Contractor. The contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

VI. Quarterly MWBE Contractor Compliance Report

Contractor is required to submit a Quarterly MWBE Contractor Compliance Report (Form 105) to the OPWDD by the 10th day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

VII. Liquidated Damages - MWBE Participation

- A. Where OPWDD determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, Contractor shall be obligated to pay to the OPWDD liquidated damages.
- B. Such liquidated damages shall be calculated as an amount equaling the difference between:
 - 1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
 - 2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- C. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the OPWDD, Contractor shall pay such liquidated damages to the OPWDD within sixty (60) days after they are assessed by the OPWDD unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the OPWDD.

Effective April 1, 2012

**MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES – EQUAL EMPLOYMENT OPPORTUNITY
POLICY STATEMENT**

I, _____, the (awardee /contractor) _____ agree to adopt the following policies with respect to the project being developed or services rendered at the address below:

MWBE

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the MWBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

- (1) Active and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to MWBE contractor associations.
- (2) Request a list of State-certified MWBEs from OPWDD and solicit bids from them directly.
- (3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will e made available in sufficient time for review by prospective MWBEs.
- (4) Where feasible, divide the work into smaller portions to enhanced participations by MWBEs and encourage the formation of joint venture and other partnerships among MWBE contractors to enhance their participation.
- (5) Document and maintain records of bid solicitation, including those to MWBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting MWBE contract participation goals.
- (6) Ensure that progress payments to MWBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage MWBE participation.

EEO

(a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, or martial status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.

(b) This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability, or marital status.

(c) At the request of the contracting agency, this organization shall request that each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or martial status and that such union or representative will affirmatively cooperate in the implementation of this organization’s obligations herein.

(d) This organization will include the provisions of sections (a) through (c) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

Agreed to this _____ day of _____, 2_____

By _____

Print: _____ Title: _____

Minority Business Enterprise Liaison

_____ is designated as the Minority Business Enterprise Liaison
(Name of Designated Liaison)

responsible for administering the Minority and Women-Owned Business Enterprises- Equal Employment Opportunity (MWBE-EEO) program.

MWBE Contract Goals

__10__% Minority Business Enterprise Participation

__10__% Women’s Business Enterprise Participation

EEO Contract Goals

__10__% Minority Labor Force Participation

__10__%Female Labor Force Participation

(Authorized Representative)

Title: _____

Date: _____

**FORM 100 (MWBE UNIT REVISED: 02/2012)
Effective April 1, 2012**

STAFFING PLAN
Submit with Bid or Proposal – Instructions on page 2

Solicitation No.:	Reporting Entity:	Report includes Contractor's/Subcontractor's: <input type="checkbox"/> Work force to be utilized on this contract <input type="checkbox"/> Total work force <input type="checkbox"/> Offeror <input type="checkbox"/> Subcontractor Subcontractor's name _____
Offeror's Name:		
Offeror's Address:		

Enter the total number of employees for each classification in each of the EEO-Job Categories identified

EEO-Job Category	Total Work force	Work force by Gender		Work force by Race/Ethnic Identification										Disabled		Veteran		
		Total Male (M)	Total Female (F)	White (M) (F)		Black (M) (F)		Hispanic (M) (F)		Asian (M) (F)		Native American (M) (F)		(M)	(F)	(M)	(F)	
Officials/Administrators																		
Professionals																		
Technicians																		
Sales Workers																		
Office/Clerical																		
Craft Workers																		
Laborers																		
Service Workers																		
Temporary /Apprentices																		
Totals																		

PREPARED BY (Signature):	TELEPHONE NO.:	DATE:
	EMAIL ADDRESS:	
NAME AND TITLE OF PREPARER (Print or Type):		Submit completed with bid or proposal MWBE 101 (Rev 02/12) Effective April 1, 2012

General instructions: All Offerors and each subcontractor identified in the bid or proposal must complete an EEO Staffing Plan (MWBE 101) and submit it as part of the bid or proposal package. Where the work force to be utilized in the performance of the State contract can be separated out from the contractor's and/or subcontractor's total work force, the Offeror shall complete this form only for the anticipated work force to be utilized on the State contract. Where the work force to be utilized in the performance of the State contract cannot be separated out from the contractor's and/or subcontractor's total work force, the Offeror shall complete this form for the contractor's and/or subcontractor's total work force.

Instructions for completing:

1. Enter the Solicitation number that this report applies to along with the name and address of the Offeror.
2. Check off the appropriate box to indicate if the Offeror completing the report is the contractor or a subcontractor.
3. Check off the appropriate box to indicate work force to be utilized on the contract or the Offerors' total work force.
4. Enter the total work force by EEO job category.
5. Break down the anticipated total work force by gender and enter under the heading 'Work force by Gender'
6. Break down the anticipated total work force by race/ethnic identification and enter under the heading 'Work force by Race/Ethnic Identification'. Contact the OMWBE Permissible contact(s) for the solicitation if you have any questions.
7. Enter information on disabled or veterans included in the anticipated work force under the appropriate headings.
8. Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in the designated boxes.

RACE/ETHNIC IDENTIFICATION

Race/ethnic designations as used by the Equal Employment Opportunity Commission do not denote scientific definitions of anthropological origins. For the purposes of this form, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this survey are:

- **WHITE** (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.
- **BLACK** a person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.
- **HISPANIC** a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- **ASIAN & PACIFIC ISLANDER** a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
- **NATIVE INDIAN (NATIVE AMERICAN/ ALASKAN NATIVE)** a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

OTHER CATEGORIES

- **DISABLED INDIVIDUAL** any person who:
 - has a physical or mental impairment that substantially limits one or more major life activity(ies)
 - has a record of such an impairment; or
 - is regarded as having such an impairment.
- **VIETNAM ERA VETERAN** a veteran who served at any time between and including January 1, 1963 and May 7, 1975.
- **GENDER** Male or Female

MWBE UTILIZATION PLAN

INSTRUCTIONS: This form must be submitted with any bid, proposal, or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Minority and Women-owned Business Enterprise (MWBE) under the contract. Attach additional sheets if necessary.

Offeror's Name:

Address:

City, State, Zip Code:

Telephone No.:

Region/Location of Work:

Federal Identification No.:

Project/Contract No.:

MWBE Goals in the Contract: MBE % WBE %

1. Certified MWBE Subcontractors/Suppliers Name, Address, Email Address, Telephone No.	2. Classification	3. Federal ID No.	4. Detailed Description of Work (Attach additional sheets, if necessary)	5. Dollar Value of Subcontracts/ Supplies/Services and intended performance dates of each component of the contract.
A.	<u>NYSDED</u> <u>CERTIFIED</u> <input type="checkbox"/> MBE <input type="checkbox"/> WBE			
B.	<u>NYS DED</u> <u>CERTIFIED</u> <input type="checkbox"/> MBE <input type="checkbox"/> WBE			

6. IF UNABLE TO FULLY MEET THE MBE AND WBE GOALS SET FORTH IN THE CONTRACT, OFFEROR MUST SUBMIT A REQUEST FOR WAIVER FORM (MWBE 104).

PREPARED BY (Signature): DATE: NAME AND TITLE OF PREPARER (Print or Type): SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE MWBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A, 5 NYCRR PART 143, AND THE ABOVE-REFERENCED SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND POSSIBLE TERMINATION OF YOUR CONTRACT.	TELEPHONE NO.: _____		EMAIL ADDRESS: _____		
	FOR MWBE USE ONLY				
	REVIEWED BY: _____			DATE: _____	
	UTILIZATION PLAN APPROVED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____ Contract No.: _____ Project No. (if applicable): _____ Contract Award Date: _____ Estimated Date of Completion: _____ Amount Obligated Under the Contract: _____ Description of Work: _____ NOTICE OF DEFICIENCY ISSUED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____ NOTICE OF ACCEPTANCE ISSUED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____				
MWBE 103 (Revised 2/12) Effective April 1, 2012					

Scope of Work

TRANSPORTATION SERVICE

Statement of Work and / or Detailed Specifications

Bidder Qualifications and /or Performance Standards

Contract Terms

Confidentiality

General Contract Provisions

Method of Award

Method of Payment

Payment to the Contractor

Exhibits

Statement of Work

Provide two vehicles and two drivers for services between the hours of 8:15 am and 3:00 pm for exclusive use of Capital District OPWDD Regional Office, to include round-trip transportation services for the following Routes:

Route 1: Pickup at 8:30 am from Capital District DDSO, OD Heck Developmental Center, 500 Balltown Road, Schenectady, NY 12304: pickup at Building 6 (518) 347-4805 and pickup at Building 9 (518) 370-7525, then transport to Capital Day Service, 30 N. Russell Road, Albany, NY 12206 (518) 485-5747. Return to Capital District DDSO, OD Heck Developmental Center at 3:00 pm.

Vehicle shall be at minimum a 20 passenger bus. It is anticipated that six (6) ambulatory individuals and four (4) staff from Building 6; and four (4) ambulatory individuals and one (1) staff from Building 9 will be transported daily.

Daily trip is 17 miles. Individuals may need additional transportation during the day. Total mileage per day is estimated at 30 miles.

Route 2: Pickup at 8:15 am from 24th Street IRA, 28 24th Street, Troy NY 12180 (518) 273-9855 and McChesney IRA, 185 McChesney Avenue, Brunswick NY 12180, (518) 279-0675 and transport to Capital Day Services, 30 N. Russell Road, Albany, NY 12206 (518) 485-5747. Return to 24th Street IRA and McChesney IRA, at 3:00 pm.

Vehicle shall be at minimum a 12 Passenger Van. It is anticipated that four (4) ambulatory individuals and one (1) staff from 24th Street IRA, and two (2) ambulatory individuals and one (1) staff from McChesney IRA will be transported daily.

Daily trip is 33 miles. Individuals may need additional transportation during the day. Total mileage per day is estimated at 45 miles.

Number of passengers may be adjusted, not to exceed the maximum capacity of each vehicle, at no additional charge.

Contractor must also accommodate the change in status of an individual from ambulatory to non-ambulatory. Rates will be adjusted according to bid pricing.

Vehicles and drivers must remain at the Day Program facility for the duration of the day program, and provide transportation for individuals and staff to community outings.

Transportation is required Monday through Friday, excluding holidays, snow or other emergency days. Payment will be made only for days where service is provided.

Payment will be based on the daily rate for the vehicle and driver, as well as the actual mileage traveled per day. Mileage must be recorded daily, beginning at the first stop on the route, and at each stop throughout the day. Mileage records must be submitted with your monthly invoice to substantiate payment.

The vehicle color must be other than yellow. The interior of the vehicle must be free of pictures and personal mementos.

Drivers must attend an orientation provided by OPWDD prior to the start of service.

Contractor must allow the installation of OPWDD owned GPS Camera equipment on the vehicles used.

Individuals to be transported may exhibit various disabilities that affect vision, hearing, speech, health, and physical abilities, as well as emotional needs requiring special attention from transportation staff. Some individuals may also require behavioral support. All transporters must be aware that some individuals being transported will be in wheelchairs and accordingly special care must be taken in the transporting of these individuals as follows:

- All vehicles used to transport individuals in wheelchairs must be equipped with wheelchair and occupant securement systems approved by the OPWDD.
- All wheelchair and occupant securement systems must be used in conformance with the manufacturer's instructions. In any instance where an occupant's wheelchair size or configuration or the individual's physical or medical condition would preclude the transporter's ability to comply with a manufacturer's equipment use instructions, the transporter must immediately consult with appropriate OPWDD staff.
- All transportation staff assisting individuals in wheelchairs must demonstrate competency in the use of wheelchair lifts and wheelchair securement systems. Curriculum for competency based training must be approved by OPWDD staff to teach curriculum.
- OPWDD staff must be given access to all vehicles upon request for the purpose of ensuring the appropriate use of wheelchair and occupant securement systems to protect the safety of individuals being transported.

The OPWDD reserves the right to modify routes, adding or deleting homes or program sites consistent with OPWDD development and closure plans. The OPWDD Regional Office will provide the CONTRACTOR with advance notice of such changes (including route changes as necessary) as they become known to the OPWDD. The Contractor will be expected to work cooperatively with the OPWDD Regional Office to flex routes consistent with the changing OPWDD development plans.

Detailed Specifications

1. Contractor Requirements

- a. The Contractor shall comply with all laws, rules and regulations of the New York State (NYS) Department of Transportation (DOT), the New York State Department of Motor Vehicles (DMV), and any other State, Federal, and local agencies as they pertain to the transportation of individuals. All vehicles must be inspected and approved by the DOT prior to being used for this contract.
- b. The Contractor shall provide a copy of the DOT Contract Carrier permit or the DOT Common Carrier permit (or a letter of exemption issued by the DOT).
- c. The Contractor shall provide a copy of the DMV receipt indicating compliance with Article 19A, Chapter 509 of New York State Vehicle and Traffic Law, with an issuance date during or after the most recent April (or a letter of exemption issued by the DMV).
- d. The Contractor shall provide a certificate of comprehensive automobile liability insurance for owned, non-owned, and hired vehicles with limits of not less than one million (\$1,000,000.00) combined single limit.
- e. The Contractor shall provide proof of compliance with the drug/alcohol testing requirements of the Omnibus Transportation Employee Testing Act of 1991, where applicable.

- f. The Contractor shall ensure that all drivers are knowledgeable of and comply with Social Services Law 424-a Child Abuse Prevention Act (CAPA). In addition, the Contractor must require each driver to complete a LDSS-3370 CAPA clearance form and submit to the OPWDD Regional Office before they may perform work on the contract.
- g. The Contractor shall maintain current driving records for each driver and provide the following information upon request:
 - 1. Current physical examination forms including the results of the drug testing signed by a physician
 - 2. The annual defensive driving review
 - 3. The annual review of driving record
 - 4. The driver record abstract
 - 5. Valid NYS drivers license for vehicle driven
- h. The Contractor shall provide appropriate supervision to all drivers and other personnel.
- i. The Contractor must certify that all drivers and other personnel submit proof of tuberculosis testing/inoculation on an annual basis. Other proof of testing for, or inoculation against, contagious diseases will be at the discretion of the OPWDD Regional Office.
- j. The Contractor agrees to offer Hepatitis B vaccinations, make available any necessary personal protection equipment, and share the OPWDD Exposure Control Plan (see Addendum to Appendix B, attached) with all at risk employees. Contractor also agrees to implement any necessary engineering and work practice controls. In addition, Contractor assumes responsibility for complying with OSHA regulations, including those regarding post exposure evaluation and follow-up and for all related costs and record keeping.
- k. The Contractor agrees to provide training on Infection Control, including Universal Precautions and Bloodborne Pathogens, to all staff that may be at risk of being exposed on the job to blood that may contain the Hepatitis B virus, the virus causing AIDS and other Bloodborne Pathogens, as well as other potentially infectious materials.
- l. The Contractor shall have a written vehicle Emergency Evacuation Procedure. Contractor shall ensure that all drivers and other personnel are appropriately trained in safety and emergency procedures, including emergency evacuation.
- m. The Contractor shall provide training which mandates the following requirements are met during transportation:
 - 1. No physical, sexual, or psychological abuse of individuals
 - 2. No use of corporal punishment.
 - 3. No discrimination toward individuals based upon race, creed, color, religion, sex or sexual preference, ethnic background or disability.
 - 4. No use, distribution, sale, or possession of illegal substances or alcohol.
 - 5. No transportation duties performed by individuals.
 - 6. No financial transactions allowed among employees and individuals without the explicit prior consent of the OPWDD Regional Office.
 - 7. HIPAA compliance.

Proof that each employee successfully completed training must be submitted prior to start of work on contract.

- n. The Contractor agrees to remove from service any driver or other personnel suspected of, or reported as, engaging in inappropriate behavior.
- o. The Contractor will cooperate in the investigation of any alleged incident pursuant to 14 NYCRR Part 624 and ensure:
 - 1. Transportation personnel understand what constitutes abuse, neglect, and mistreatment, as well as their roles in preventing and reporting such incidents.
 - 2. Transportation personnel will report any incidents involving individuals (e.g. abuse, injuries, inappropriate behaviors, etc.) to the OPWDD residential site supervisor.
 - 3. Reports of suspected abuse, neglect, maltreatment or health and safety concerns shall be made to the Business Office at (518) 370-7541.
 - 4. Notification will be made to law enforcement officials when the incident may have constituted a criminal offense.
 - 5. Transportation personnel will immediately report any motor vehicle accidents to the appropriate law enforcement agency and to OPWDD Regional Office.
 - 6. Transportation personnel will cooperate in the investigation of any alleged incidents pursuant to 14 NYCRR Part 624 (New York Code of Rules and Regulations).
- p. Upon award, Contractor must complete and return the Health Insurance Portability and Accountability Act (HIPAA) business associate agreement.

2. Vehicle Requirements

- a. Vehicles must be vendor identifiable and are appropriate to individual needs of individuals being transported and are to be of appropriate size to transport safely and in reasonable comfort.
- b. If non-ambulatory individuals are to be transported, vehicles with a hydraulic lift and wheelchair locks will be required. Vehicles are to be equipped with a power elevator from ground to enable the individual to be loaded and unloaded without their removal from the wheelchair. All walkers and wheelchairs must be properly secured within the vehicle.
- c. Vehicles used for transportation shall be equipped with a seat belt for each passenger. Additional special safety equipment may be required such as harnesses, car seats, and supportive restraints. Transporters shall insure the use of safety equipment at all times, and training of all personnel who utilize the equipment. The transporter shall ensure that all equipment operates properly and that it is serviced / inspected on a regular basis.
- d. Vehicles shall not be operated while an individual is standing. Each individual shall have his or her own seat based on need.
- e. Vehicle information shall be provided to the OPWDD Regional Office for each vehicle intended for transportation use in this contract.
 - 1. Make, serial number and year of manufacture
 - 2. Seating capacity (ambulatory and non-ambulatory).
 - 3. How frequently the vehicle has been used in the last year.
 - 4. The date of the most recent DOT inspection and whether, in the last year, the vehicle failed to pass a DOT inspection.
- f. Vehicles must be in full compliance with the transportation accessibility requirements of the Americans with Disabilities Act.

- g. Vehicles must be equipped with an operational two-way radio or a cellular telephone. In the event of an accident or medical emergency the driver shall call for emergency help if necessary. The Contractor shall immediately notify police and, if necessary, dispatch another vehicle and driver to the scene of the accident. The Contractor shall also notify the Capital District Contract Unit at (518) 370-7541. Under no circumstances shall any driver leave the scene of an accident unless police are on the scene and have cleared the driver for leaving.
- h. Vehicles should be maintained so as to assure the on-time pick up and arrival at all times. Substitute vehicles must be available to cover any emergency situations caused by vehicle breakdowns.
- I Each vehicle shall be equipped with fully operational heating and air conditioning systems. Temperatures on each vehicle shall be maintained for the comfort of individuals and staff.
- j. Vehicles shall be kept in excellent mechanical condition and must be kept in clean and sanitary condition inside and out.

3. Driver / Personnel Requirements

- a. Drivers under this contract shall be required to have a license in compliance with all necessary requirements of the SED, DOT, DMV, and Section 509 Article 19A of the Vehicle and Traffic Law.
- b. Drivers and other personnel must be trained in, and familiar with, the procedures for securing wheelchairs and equipment for individuals who use wheelchairs during transport.
- c. Drivers assigned by the Contractor shall be physically able to do their assigned work.
- d. All drivers must have attended approved pre-service programs, twenty-hour safety course and special handicapped training courses. All of the above training shall be under the supervision and approval of a NYS Certified Driving Instructor. Proof of satisfactory completion must be provided prior to the start of work on this contract.
- e. Capital District OPWDD Regional Office reserves the right to request the dismissal of a contractual employee who violates the safety and security rules and regulations of this facility or who in any way may be considered a hindrance to quality client care. The OPWDD Regional Office staff may request removal of any driver who detracts from the safe operation of the vehicle, or who poses a physical or psychological threat, or otherwise mistreats, abuses, neglects, or demeans riders.
- f. Drivers shall present a neat and clean personal appearance.

4. Reports

- a. Drivers will be required to fill out a daily mileage log that lists the date, driver name, destination, beginning mileage, ending mileage and number of miles for each stop during the day. The beginning mileage is recorded at the first stop on the route, and at each stop throughout the day. Mileage records must be submitted with your monthly invoice to substantiate payment.
- b. Drivers will inform the OPWDD Regional Office immediately by phone, and notify the OPWDD Regional Office in writing within twenty-four (24) hours of any occurrence on the vehicle, which profoundly affects, disrupts, or interferes with the provision of service. Types of events that shall be reported include, but shall not be limited to, vehicle accidents, vehicle

- breakdowns, injury of passenger, or sickness of passenger. The written notification will include the following information: date and time of the event, individual's name(s), driver's name, attendant's name, a description of what happened, what action was taken to resolve the problem, and the signature of the operator.
- c. Drivers may be required to submit other reports as authorized by the OPWDD Regional Office.
 - d. The OPWDD Regional Office will be responsible for notifying transporters at least one hour prior to the pick-up time if the bus service will not be needed.

5. Safety

- a. For any delay over fifteen (15) minutes, the transporter is responsible for notifying the OPWDD Regional Office, detailing the reason(s) for the delay and the estimated arrival time.
- b. In the event of an accident or medical emergency, the driver shall call for emergency help if necessary. The Contractor shall immediately notify the police and, if necessary, dispatch another vehicle and driver to the scene of the accident. Under no circumstances shall any driver leave the scene of an accident unless police are on the scene and have cleared the driver for leaving.
- c. All accidents must also be reported in writing to the OPWDD Regional Office within twenty-four (24) hours. Copies of all police reports and/or MV 104 Report of Motor Vehicle Accident must be submitted to the OPWDD Regional Office.
- d. Safety drills shall be held as required by regulations. Arrangements for such drills shall be made between the transporter and the OPWDD Regional Office. The OPWDD Regional Office must be notified in writing of all drills prior to the drill actually taking place. If the drill must be rescheduled, the transporter will notify the OPWDD Regional Office in writing of the change and the new scheduled date.
- e. Any authorized OPWDD Regional Office personnel or a person authorized by the OPWDD Regional Office shall be permitted to ride on any vehicle at any time when it is performing services hereunder.
- f. The contractor shall require each driver who drives under any section of this contract to identify herself/himself to any authorized OPWDD Regional Office representative or their designee requesting identification by presenting a valid driver's license.
- g. All traffic regulations must be observed at all times.
- h. Drivers must not leave the vehicle when riders are on board.
- i. No smoking is allowed on the vehicle at any time.
- j. No unauthorized people are permitted on the vehicle.

NEW YORK STATE OBSERVED HOLIDAYS

New Years Day – January 1

Martin Luther King Jr. Day – Monday

Washington’s Birthday – Monday

Memorial Day – Monday

Independence Day – July 4

Labor Day – Monday

Columbus Day – Monday

Veteran’s Day (Observed)

Thanksgiving Day

Christmas Day

GENERAL STANDARDS

General Considerations

Exhibit A must be completed and returned in order for your bid to be valid. Exhibits B, C, D, E and F, as well as the Procurement Lobbying Packet, Substitute W-9, Vendor Responsibility Questionnaire, ST-220 CA & TD, Consultant Disclosure Form A & Acknowledgment, HIPAA Agreement and Addendum to Appendix A: Supplement – MWBE Goals may be required upon award.

Full Service

This is a full service contract. For the purpose of this contract full service shall mean that the Contractor's bid price includes, but is not necessarily limited to: all labor, all material and supplies, all emergency work and special requests; all administrative, reporting or other requirements, all overhead costs and profit. It shall also include all travel costs, parking fees, and any other ancillary fees and costs including permits, licenses, insurance, etc. Details of service not explicitly stated in these specifications, but necessarily attendant, are deemed to be understood by the Contractor and herein.

Cost Information

Each bidder must submit cost information using the format provided in EXHIBIT A – BID PROPOSAL.

Contract Award

Contracts will be awarded to the lowest qualified bidder for each route.

References

Bidders must be capable of providing transportation services in accordance with the specifications. Each bidder must supply five (5) references for similar accounts where such services have been provided. EXHIBIT B - REFERENCES is to be used to document these references.

Termination

The contract may be terminated by the OPWDD Regional Office upon thirty (30) days written notice specifying the date upon which such termination shall become effective. The OPWDD reserves the right to terminate the contract at any time it deems the successful bidder is unable or incapable of performing their duties to the satisfaction of the OPWDD.

Bidder Qualifications and / or Performance Standards

1. The Contractor must be able to demonstrate not less than five (5) years experience in transportation services.
2. Upon written notification to the contractor, the agency has the option to add or delete sites being serviced. Contract amount will be adjusted accordingly.
3. The OPWDD reserves the right to reject any bid, in whole or part, if in the sole opinion of the OPWDD, the bidder does not meet the requirements set forth in these specifications.
4. The OPWDD reserves the right to investigate or inspect at any time whether or not the product, qualifications or facilities offered by the bidder meet the requirements set forth in the contract. Contractor shall at all times during the contract term remain responsible and responsive. A bidder must be prepared, if requested by the OPWDD, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery and capacity of the manufacturer for the production, distribution and servicing of the product offered/bid. If the OPWDD determines that the conditions and terms of the bid documents or contract are not complied with, or that items or product proposed to be furnished do not meet the specified requirements, or that the qualifications, financial standing or facilities are not satisfactory, or that performance is untimely, the OPWDD may reject such

bid or terminate the contract. Nothing in the foregoing shall mean or imply that it is obligatory upon the OPWDD Regional Office to make an investigation either before or after award of a contract, but should such investigation be made, it in no way relieves the bidder from fulfilling all requirements and conditions of the contract.

5. Each bidder must be able to prove to the OPWDD Regional Office that it has and does successfully and satisfactorily provide services comparable to the requirements set forth within these specifications. Completion of the reference forms included with the bid documents shall serve as initial proof of this experience. The OPWDD Regional Office reserves the right to contact references to obtain additional information. Bidders must supply references from customers for whom they've provided services comparable to the services being bid and the references must contain information regarding the quality of the work performed and the reliability of the vendor. References must be obtained from customers who are not related to or personal friends of the bidder.
6. Bidders who have previously held a comparable contract with the OPWDD Regional Office within the past three (3) years do not need to submit reference forms. They will be evaluated on the basis of the services provided to the OPWDD, although the OPWDD reserves the right to request other references and additional information.
7. Each bidder is responsible for carefully reviewing the specifications contained in this proposal. The OPWDD Regional Office will make no allowance or concession to a bidder for any alleged misunderstanding or discrepancy because of quantity, character, location, or other conditions.
8. Each bidder must inform himself by personal examination of the specifications, location, and extent of the proposed service and, by such other means as he may select, of the character, nature, quality, and extent of the work to be performed and the condition under which the contract is to be executed.
9. The Contractor shall possess at no cost to the OPWDD Regional Office the necessary qualifications, permits and licenses required to perform the specified services in compliance with all State, Federal, and local laws and regulations.
10. The Contractor shall have in force during the contract period insurance as follows:
 - Commercial and professional liability \$1,000,000 combined (bodily injury and property damage) single limit per occurrence, and \$2,000,000 aggregate.
 - Business Automobile Liability \$1,000,000 combined single limit.
 - Workers' Compensation and Disability insurance as required by the laws of the State of New York. The insurance policy must be issued by a company authorized to provide workers' compensation coverage in New York State.

Proof of Workers' Compensation and Disability coverage must be on one of the following forms:

WC & DB: CE-200, Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Coverage.

Applicants eligible for exemptions must file a new CE-200 for each and every new or renewed permit, license or contract issued by a government agency. Each CE-200 will specifically list the issuing government agency and the specific contract requested by the applicant. **CE-200 forms are ONLY valid for the government agency listed on Form CE-200.**

The reason that a business is exempt from workers' compensation and/or disability benefits will be clearly stated on Form CE-200; **or**

WC: C-105.2, Certificate of Workers' Compensation Insurance. The business's insurance carrier will send this form to the government entity upon the business's request. Please note: The State Insurance Fund provides its own version of this form, the U-26.3; **or**

WC: SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance.

Please note: ACORD forms are not acceptable proof of workers' compensation coverage.

DB: DB-120.1, Certificate of Disability Benefits. The business's insurance carrier will send this form to the government entity upon request; **or**

DB: DB-155, Certificate of Disability Benefits Self-Insurance.

Proof of said insurance naming the Capital District OPWDD Regional Office as a certificate holder must be submitted with the signed contract.

11. The Contractor shall hold the OPWDD harmless against any suit, action, claim, demand, lien, loss, damage, fine, judgment, or decree, also any expense connected with the services performed by any employee of the Contractor. The Contractor shall be liable for any damage to the building or its equipment caused by activities of his employees.
12. The OPWDD Regional Office reserves the right to investigate qualifications of all bidders and their workmen on other work projects, in order to assess their ability to perform the work required and to evaluate the Contractor(s) personnel and methods of operation to ascertain that it can effectively perform the duties required.
13. The OPWDD Regional Office reserves the right to request the dismissal of any contractual employee who violates the safety and security rules and regulations of the OPWDD or who in any way may be considered a hindrance to quality consumer care.
14. It is understood and agreed that the Contractor is acting as an independent contractor and not as an agent or employee of the Agency in the performance of the agreement. The Contractor hereby agrees to assume all responsibility in the performance of the services covered by the agreement and shall be solely responsible and answerable in damages for any claims resulting therefrom and hereby expressly covenants and agrees to indemnify and hold harmless the OPWDD Regional Office and the State of New York from any and all claims, suits, actions, damages, and costs of every nature and description arising out of or relating to the performance of its services covered by the contract.
15. The workmen to be employed shall possess the qualifications, training, licenses, and permits as may be required within the jurisdiction.
16. The CONTRACTOR shall, unless otherwise specified, furnish all necessary materials, equipment, and supplies required and/or so specified to accomplish the work described in this contract.
17. All costs associated with responding to this IFB are entirely the responsibility of the bidder and shall not be reimbursed by the OPWDD. No claim will be made against the OPWDD Regional Office for any costs incurred by the bidder for the proposal preparation.
18. All Bidders and bidder 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. In signing the bid, 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 for the bidding process and in other civil or criminal proceedings as required by law.

Reserved Rights

Capital District DDSO reserves the right to:

1. Reject any or all proposals received in response to the IFB;
2. Withdraw the IFB at any time, at the agency's sole discretion;
3. Make an award under the IFB in whole or in part;
4. Disqualify any bidder whose conduct and/or proposal fails to conform to the requirements of the IFB;
5. Investigate qualifications of all bidders and their workmen on other work projects, in order to assess their ability to perform the work required and to evaluate the Contractor(s) personnel and methods of operation to ascertain that it can effectively perform the duties required;
6. Request the dismissal of any contractual employee who violates the safety and security rules and regulations of the DDSO or who in any way may be considered a hindrance to quality consumer care;
7. Use proposal information obtained through site visits, management interviews and the state's investigation of a bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the bidder in response to the agency's request for clarifying information in the course of evaluation and/or selection under the IFB;
8. Prior to the bid opening, amend the IFB specifications to correct errors or oversights, or to supply additional information as it becomes available;
9. Prior to the bid opening, direct bidders to submit proposal modifications addressing subsequent IFB amendments;
10. Change any of the scheduled dates;
11. Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective bidders;
12. Waive any requirements that are not material;
13. Negotiate with the successful bidder within the scope of the IFB in the best interest of the State;
14. Conduct contract negotiations with the next responsible bidder, should the agency be unsuccessful in negotiating with the selected bidder;
15. Utilize any and all ideas submitted in the proposals received;
16. Unless otherwise specified in the solicitation, every offer is firm and not revocable for a period of 60 days from the bid opening; and,

17. 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 an offerer's proposal and/or to determine an offerer's compliance with the requirements of the solicitation.
18. Cancel this contract without reason, provided that the Contractor is given at least thirty (30) days notice of its intent to cancel. This provision should not be understood as waiving the DDSO's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision.
19. Stop the work covered by this proposal and the contract at any time that it is deemed the successful bidder is unable or incapable of performing the work to their satisfaction. In the event of such stopping, the DDSO shall have the right to arrange for the completion of the work in such a manner as it may deem advisable and if the cost thereof exceeds the amount of the bid, the successful bidder and its surety shall be liable to the State of New York for any such cost on account thereof. In the event that the DDSO stops the work as provided thereof, together with the reason thereof, the Contractor shall have ten (10) working days to respond thereto before any such stop order shall become effective.

Contract Terms

1. Unless modified as provided herein, this contract shall begin on May 1, 2013 and end on April 30, 2018. The State shall have the right to terminate this contract early for convenience. The State may only invoke its right to terminate for convenience on April 30, 2014 and on each subsequent anniversary date of the contract (except for the contract expiration date), provided that the State has given written notice to the contractor no later than 30 days prior to the anniversary date. If the contract is not terminated, prices will be adjusted as of May 1, 2014 and on each subsequent anniversary, except for the contract termination date in accordance with the change in the National Consumer Price Index for Wages (CPI-W, unadjusted, US city average, all items index), published by the United States Bureau of Labor Statistics for the preceding twelve (12) month service period ending one hundred twenty (120) days prior to the anniversary date, or a five (5%) percent maximum escalation rate, whichever is less. CPI-W adjustment may result in an increase or decrease in contract amount. In the event that such index should be discontinued or materially altered in method of compilation, the figure to be used on each renewal anniversary shall be the applicable figure taken from the Index in general use, which is most closely comparable to such Consumer Price Index for Wages. The contractor has the sole responsibility to submit invoices at OPWDD approved adjusted rate, after the approved rates are issued by OPWDD.
2. The Contractor is required to complete the entire work or any part thereof as the case may be, to the satisfaction of OPWDD in strict accordance with the specifications.

Confidentiality

1. 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.
2. The bidder and the OPWDD REGIONAL OFFICE 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 the OSC, all terms of the contract become available to the public.

General Contract Provisions

1. Subcontracting by the Contractor will not be permitted by the OPWDD Regional Office under the terms of this contract without the prior written consent of the Business Officer.
2. Prevailing Wage – the Contractor agrees to comply with all State and Federal laws and regulations relating to the payment of prevailing wage. If Prevailing Wages apply under Article 8, every contractor and subcontractor shall submit to the department of jurisdiction within thirty days after issuance of its first payroll, and every thirty days thereafter, a transcript of the original payroll records (Section 220, subd 3-a New York State Labor Laws).
3. The OPWDD Regional Office retains the right to cancel this contract without reason, provided that the Contractor is given at least thirty (30) days notice of its intent to cancel. This provision should not be understood as waiving the OPWDD Regional Office’s right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision.
4. The OPWDD Regional Office reserves the right to stop the work covered by this proposal and the contract at any time that it is deemed the successful bidder is unable or incapable of performing the work to their satisfaction. In the event of such stopping, the OPWDD Regional Office shall have the right to arrange for the completion of the work in such a manner as it may deem advisable and if the cost thereof exceeds the amount of the bid, the successful bidder and its surety shall be liable to the State of New York for any such cost on account thereof. In the event that the OPWDD Regional Office stops the work as provided thereof, together with the reason thereof, and the Contractor shall have ten (10) working days to respond thereto before any such stop order shall become effective.
5. The quality of service shall be subject to inspection by the OPWDD Regional Office at any time. Should it be found that quality of service being performed is not satisfactory, and that the requirements of the specifications are not being met, the OPWDD Regional Office will notify the Contractor of these deficiencies in writing, and it shall be its responsibility to make the necessary corrections within thirty (30) days after receipt of such notice. In the event that the deficiencies have not been corrected within thirty (30) days, the OPWDD Regional Office may terminate the contract and employ a Contractor to make corrections at the original bidder’s expense.

Method of Award

1. The OPWDD Regional Office reserves the right to reject any and all bids. Award, if any, shall be made in the best interest of the OPWDD Regional Office and New York State. The award shall be made on the basis of lowest price to a responsible and responsive offerer meeting all terms and conditions, for each route. The OPWDD Regional Office reserves the right to make awards within one hundred eighty (180) days after the date of the bid opening, during which period bids shall not be withdrawn unless the bidder distinctly states that acceptance thereof must be made within a shorter specified time. If, however, an award is not affected within the one hundred eighty (180) day period, a bid shall remain firm until such later time as either a contract is awarded by the State or the bidder delivered to the OPWDD Regional Office written notice of the withdrawal of his bid. The OPWDD Regional Office reserves the right to evaluate and/or reject any and all bids, in whole or in part and to waive technicalities, irregularities and omissions if in its considered judgment, the best interest of the State will be served. In the event satisfactory bids fully in accordance with the bid documents are not received, the OPWDD Regional Office reserves the right to consider late or non-conforming bids.
2. A late bid will be considered if: (1) its arrival at the place designated after the time specified can be shown by documentary or other proofs to be due to mishandling of the OPWDD Regional Office; and,

(2) that absent such mishandling, the bid would have arrived timely. Delays in the mail or any other means of transmittal, including couriers or agents of the State, other than employees of the OPWDD or OPWDD Regional Office will not suffice to excuse late arrival.

3. A late bid not eligible for consideration will be returned unopened with notification of the reason for its refusal.

Withdrawal of Bid

1. A bid may be withdrawn at any time prior to the time specified for of receipt of bid.
2. Not more than five (5) calendar days after the bid opening, a low bidder may request the withdrawal of its bid based on a mistake. The request must be submitted electronically (e-mail) or via certified or registered mail to the address to which the bid was directed. The Contracting Officer may conduct or have conducted on his/her behalf a fact-finding proceeding to develop information concerning the request for withdrawal.
3. A request for withdrawal of a bid shall be allowed if, before any detrimental change of position by the State occurred, the bidder establishes by clear and convincing evidence all of the following:
 - A. An error, verifiable by written evidence, occurred in the computation of the bid;
 - B. Absent the error the bid would have been at least 10 percent higher;
 - C. The bidder would suffer at least a 10 percent loss on the contract if required to proceed with the contract at the price set forth in the bid;
 - D. The absence of negligence in the preparation of the bid. For the purposes of this subparagraph, the inaccurate preparation of an estimate for work required in the contract documents may constitute negligence in the preparation of the bid. Such inaccuracies include but are not limited to the following:
 - I. The omission of quantities for labor or materials.
 - II. The use of erroneous quotations from subcontractors or suppliers.
4. If the bidder fails to meet its burden of evidence, the request to withdraw shall be denied. The bidder will also be held responsible for the additional cost of doing the work. The decision of the Contracting Officer shall be final and conclusive.
5. During the pending decision period on a request to withdraw, the Contracting Officer shall continue with the contract award process as if the bid which is the subject of the request had been withdrawn.
6. No bidder who has made request to withdraw, whether or not granted, shall be permitted to be considered for award of the contract which was the subject to the request or on a re-bid subsequent to action on the request.

Inquiries

1. All questions should be submitted in writing, citing the particular bid section and paragraph number. 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. Answers to all questions of a substantive nature will be given to all Prospective Bidders in the form of a formal addendum which will become part of the ensuing contract.

Designated Contact Person(s) For Inquiries:

Any questions or concerns regarding this procurement should be directed to Stacey Relation or Joyce Willi:

Capital District OPWDD Regional Office
Contract Unit
500 Balltown Road
Building 1, 4th Floor
Schenectady, NY 12304
Phone: (518) 370-7342
Fax: (518) 370-8068

Tie Bids

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

1. The award will be made to the vendor who has the most number of years of satisfactory service with Capital District OPWDD Regional Office.
2. If the tie involves a New York State firm and one whose principal place of business is outside the State of New York, preference shall be given to the New York State firm.
3. If the tie bid involves a certified Minority or Woman owned business enterprise (MWBE), the award shall be made to the certified MWBE.
4. If tie bids cannot be determined by the above methods, the award will be made by random selection.

Debriefings to Unsuccessful Bidders

A debriefing to an unsuccessful bidder in a Capital District OPWDD Regional Office solicitation will be made available to individual bidders on a case by case basis. The debriefing process offered to unsuccessful bidders regarding the procurement serves to illuminate the given bidder's shortcomings with respect to their submitted proposal in an effort to educate them to be successful in future bid submissions to the OPWDD Regional Office/State of New York. Please note that all debriefings must be limited exclusively to the individual bidder's proposal. The OPWDD Regional Office may not discuss a bidder's proposal in comparison to another vendor's proposal. This limitation in discussion of the bidder's proposal is mandated by State Finance Law 163 (9)(e), which prohibits the disclosure of the content of competing offers. To make an appointment for a debriefing, please contact the Contract Unit at (518) 370-7342.

Bid Protests:

Bidders wishing to file protest of the awarding of a bid (s) must notify the OPWDD Regional Office in writing of their intent to protest the award within ten (10) business days of their receipt of notice of non-award. The protest should include the following information:

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:

Capital District OPWDD Regional Office:
Attn: Stacey Relation
500 Balltown Road
Schenectady, NY 12304

Method of Payment

1. Invoices for payment shall be submitted to the OPWDD Regional Office at the end of each month on a company invoice for goods or services satisfactorily furnished during the month. Contract or Purchase Order Number is to be referenced on all invoices. Sales tax should not be included on invoices. New York State Agencies are tax exempt.
2. These invoices will be processed in accordance with established procedures of the OPWDD and the Office of the State Comptroller.

Payment to the Contractor

1. Payment to the Contractor will be made in accordance with Appendix C.

Procurement Lobbying Act: (Chapter 1 of the Laws of 2005)

State Finance Law, Section 139-j and 139-k provides that certain communications between OPWDD and its vendors are limited, and in some instances are prohibited, during the procurement process. An individual or entity (or someone acting on their behalf) is restricted in communicating with OPWDD staff where the purpose of the communication is reasonably considered to be an attempt to influence the procurement. This restriction commences at the earliest moment that OPWDD issues its intent to solicit offers and continues through the final award and approval of the procurement by OPWDD and, if applicable, the Office of the State Comptroller. OPWDD is obligated to identify in its solicitation certain staff who may be contacted during the procurement process. Any contacts to OPWDD other than to those individuals so identified by OPWDD, subject to certain specific exclusions, are prohibited. OPWDD employees are also required to obtain and record certain information when they are contacted during this restricted period and any impermissible contacts must be taken into account prior to the award of the procurement contract. Instances of such impermissible contacts must be referred and an investigation will be undertaken to determine whether there was a knowing and willful violation of these requirements. If there is reason to believe that a violation did in fact occur, then the offending vendor must be so notified and afforded an opportunity to be heard prior to a final determination. If such a violation is found to have occurred there can be a finding of non-responsibility for that vendor and two such findings within a four year period may result in a debarment from further governmental procurement contracts.

Further information about these requirements can be found at:

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

Termination Provision

The Office for People with Developmental Disabilities (OPWDD) reserves the right to terminate this contract in the event it is found that the certification filed by the Offerer in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Office for People with Developmental Disabilities (OPWDD) may exercise its termination right by providing written notification to the Offerer in accordance with the written notification terms of this contract.

Addendum #1 to Appendix B

The following two pages contain the Capital District DDSO Exposure Control Plan – Employee Hepatitis B Vaccinations.

STATE OF NEW YORK DEPARTMENT OF MENTAL RETARDATION & DEVELOPMENTAL DISABILITIES	DATE: Rev. 6/2002	Section# 160
	PREPARED BY: Infection Control Committee	APPROVED BY: Paul Byron, MD. <i>PJB</i> Medical Director
CAPITAL DISTRICT DDSO Medical Reference Manual	SUBJECT: Employee Hepatitis B Vaccination	Page 1 of 2 with attachments
Exposure Control Plan		

Policy:

Per OSHA regulation, the Capital District DDSO will offer the Hepatitis B vaccine series to all new employees whose job tasks involve exposure to blood, body fluids or tissues. The vaccine series is offered on site with no cost to the employee. An employee who initially declines the offer to be vaccinated can, at any time during his/her employment with the agency, request the vaccine series be administered by following the procedure below.

Responsibility

Procedure

- | | |
|--|---|
| Employee | 1. Notifies the Infection Control Nurse, Adirondack Clinic, or site nurse to request that Recombinant Hepatitis B (Engerix-B) synthetic vaccine series be administered. |
| DDSO Physician/Medical Director | 1. Recommends in writing that employee can have the Hepatitis B series. Sign & date. |
| Infection Control Nurse/Adirondack Clinic/Site Nurse | <p>1. Schedules the three dose series as follows:
 1st dose: initial date
 2nd dose: 1 month after the first
 3rd dose: 6 months after the first</p> <p>2. At each scheduled appointment, screens the employee for conditions/illnesses that would contraindicate vaccine administration. Defers vaccine administration until such conditions/illnesses are cleared by a physician.</p> <p>3. Gives employee written schedule of vaccination dates and times. (Addendum #1)</p> <p>4. Obtains written consent from the employee granting permission to administer the vaccine. (Addendum #2)</p> |

5. Administers vaccine intramuscularly (IM) into the deltoid muscle in the upper arm. Each adult dose of the Hepatitis B (Engerix-B) vaccine is 20 mcg/ml; for adults each dose is 1 ml.
 6. Records the vaccine administration date, lot#, expiration date and signature on administration record. This record will be kept in the employee's medical record for the length of employment plus 30 years. (Addendum #3)
- Employee
1. Ensures that they arrive on the day and time of vaccine appointment. If ill or unable to make a scheduled appointment, it is the employee's responsibility to reschedule the appointment with the Infection Control Nurse/Clinic/Site Nurse.

NOTE: If the employee does not show up for any one of the three vaccines and does not call to reschedule their appointment, then the medical director will be consulted.

Employee must complete consent/declination form. If employees refuses to sign declination, a statement, "Employee Refuses to Sign Declination" must be noted and signed by two witnesses with the date of the signatures.

Addendum #2 to Appendix B

The following one page is the Monthly Mileage Record.

CAPITAL DISTRICT DDSO
MONTHLY MILEAGE RECORD

		Month
License Plate #	Location	Year

Date	Driver	Destination	Beginning Mileage	Ending Mileage	# of Miles
TOTAL MILES					

**EXHIBIT A – Bid Form
Transportation Service**

Instructions

Please enter bid amounts for each category under the route you are bidding. You may bid on one or both routes. Award will be based on the lowest Estimated Annual Total to a responsible and responsive bidder meeting all terms and conditions.

The specific number of students currently needing transportation is included with each route. It is possible the number of students needing transportation will change over the term of this contract. No adjustment to rates will be allowed for non-ambulatory students. The daily rate applies to all current and future additional students.

The specifications state minimum requirements, if you are unable to provide the services listed herein, your bid will be disqualified.

If your bid amount for the driver and vehicle (field A) is all inclusive, you may enter zero in the remaining fields (B through D).

Route 1: Pickup at 8:30 am from Capital District DDSO, OD Heck Developmental Center, 500 Balltown Road, Schenectady, NY 12304: pickup at Building 6 (518) 347-4805 and pickup at Building 9 (518) 370-7525, then transport to Capital Day Service, 30 N. Russell Road, Albany, NY 12206 (518) 485-5747. Return to Capital District DDSO, OD Heck Developmental Center at 3:00 pm.

Vehicle shall be at minimum a 20 passenger bus. It is anticipated that five (5) ambulatory individuals, one (1) non-ambulatory individual with a wheelchair (stowed securely in back, wheelchair lift not needed), and four (4) staff from Building 6; and four (4) ambulatory individuals and one (1) staff from Building 9 will be transported daily.

Daily round-trip is 17 miles. Individuals may need additional transportation during the day. Total mileage per day is estimated at 30 miles.

A) Cost per day for driver and 20 passenger bus: \$ _____ x Est* 251 days = \$ _____

B) Additional cost per day for increase in vehicle capacity to accommodate up to two wheelchair bound individuals: \$ _____ x Est* 120 days = \$ _____

Mileage:

C) If the daily trip (30 miles per day) is included in your cost per day, above, enter zero. If you are seeking mileage reimbursement for the 30 miles, enter your rate below:

Cost per mile: \$ _____ x Est** 7530 miles = \$ _____

D) Mileage Rate beyond 30 miles per day: \$ _____ per mile x Est 1255 = \$ _____

Route 1 Estimated Annual Total (A through D) \$ _____

*Number of days is an estimate only. Payment for increase in capacity will be based on actual usage.

**Mileage is an estimate only, based on an estimated 30 miles per day for route 1 and 45 miles per day for route 2. Payment will be based on actual mileage. Mileage must be recorded beginning at the first stop for each route, and then recorded at each stop during the day.

Company Name: _____

**EXHIBIT A – Bid Form
Transportation Service**

Route 2: Pickup at 8:15 am from 24th Street IRA, 28 24th Street, Troy NY 12180 (518) 273-9855 and McChesney IRA, 185 McChesney Avenue, Brunswick NY 12180, (518) 279-0675 and transport to Capital Day Services, 30 N. Russell Road, Albany, NY 12206 (518) 485-5747. Return to 24th Street IRA and McChesney IRA, at 3:00 pm.

Vehicle shall be at minimum a 12 Passenger Van. It is anticipated that four (4) ambulatory individuals and one (1) staff from 24th Street IRA, and two (2) ambulatory individuals and one (1) staff from McChesney IRA will be transported daily.

Daily round-trip is 33 miles. Individuals may need additional transportation during the day. Total mileage per day is estimated at 45 miles.

A) Cost per day for driver and 12 passenger van: \$ _____ x Est* 251 days = \$ _____

B) Additional cost per day for increase in vehicle capacity to accommodate up to two wheelchair bound individuals: \$ _____ x Est* 120 days = \$ _____

Mileage:

C) If the daily trip (45 miles per day) is included in your cost per day, above, enter zero. If you are seeking mileage reimbursement for the 45 miles, enter your rate below:

Cost per mile: \$ _____ x Est** 11,295 miles = \$ _____

D) Mileage Rate beyond 45 miles per day: \$ _____ per mile x Est 1255 = \$ _____

Route 2 Estimated Annual Total (A through D) \$ _____

*Number of days is an estimate only. Payment for increase in capacity will be based on actual usage.

**Mileage is an estimate only, based on an estimated 30 miles per day for route 1 and 45 miles per day for route 2. Payment will be based on actual mileage. Mileage must be recorded beginning at the first stop for each route, and then recorded at each stop during the day.

Company Name: _____

**EXHIBIT A – Quotation Form
Transportation Service**

Submitted by:

Company _____

Name _____ Title _____

Address _____

City, State Zip _____

Phone _____ Fax _____

Fed ID# _____

SIGNATURE _____

EXHIBIT B - REFERENCES

Bidders must supply three (3) references from customers for whom they've provided services comparable to the services being bid and the references must provide information regarding the quality of the work performed and the reliability of the vendor. References must be obtained from customers who are not related to or personal friends of the bidder. Completion of this reference form shall serve as initial proof of the required experience.

Reference #1: Name and address of reference site.

Name _____

Address _____

Contact Name & Phone _____

Reference #2: Name and address of reference site.

Name _____

Address _____

Contact Name & Phone _____

Reference #3: Name and address of reference site.

Name _____

Address _____

Contact Name & Phone _____

Company Name: _____

Signature & Title: _____

Bidders who have previously held a comparable contract with the DDSO within the past 3 years do not need to submit this reference form. They will be evaluated on the basis of the service provided to the DDSO, although the DDSO reserves the right to request other references and additional information.

EXHIBIT C - CONFIRMATION OF COMPLIANCE WITH IFB

The undersigned confirms that it has read the IFB, understands it, and agrees to be bound by the conditions of the IFB.

Company Name

Authorized Representative

Title

Address

Phone

Federal Employer Identification Number

Number of Years in Business _____

Attach One of the Following:

- Certificate of Incorporation (include amendments and receipt of filing)
- Certificate of Conducting Business as Partners (certified copy)
- Certificate of Conducting Business as a Sole Proprietor (certified copy)
- D/B/A Certificate

Signature

Date

EXHIBIT D – CERTIFICATION

**“NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND:
MacBRIDE FAIR EMPLOYMENT PRINCIPLES”**

In accordance with Chapter 807 of the Laws of 1992 the bidder, by submission of this bid, certifies that it or any individual or legal entity in which the bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the bidder, either:

(answer Yes or No to one or both of the following, as applicable)

1. have business operations in Northern Ireland Yes No

If yes:

2. shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of their compliance with such Principles. Yes No

CERTIFICATION

The bidder signs below in full knowledge and acceptance of the provision of this Attachment, including the "MacBride Fair Employment Principles", the "Waiver of Immunity Clause", the "Non-collusive bidding certification", and the "Non-discrimination clauses".		
Firm Name		Typed or Printed Name of Bidder
Date	Official Title	Signature

EXHIBIT E – SMALL, WOMEN, MINORITY OWNED BUSINESS ENTERPRISE QUESTIONNAIRE

Company/Bidder Name _____

Address _____

City, State _____

BIDDERS PLEASE ANSWER THE FOLLOWING QUESTIONS:

1. Are you a New York State resident business: Yes No

2. Total number of people employed by your business: _____

3. Total number of people employed by your business in New York State: _____

4. Is your company independently owned and operated: Yes No

5. Is your company a Minority or Women-Owned Business as defined in Article 15A of the NYS Executive Law?
(Your firm is at least 51% owned and controlled by women, or 51% owned and controlled by minority group members ie, Black, Hispanic, Asian, Pacific Islander, American Indian, Alaskan Native? Yes No
 Minority-Owned Firm
 Women-Owned Firm

- If yes, have you been certified or registered? Yes No
List certification or registration authority: _____

6. Place of Manufacture of Product(s) Bid:
(Please indicate Yes or No for either A, B or C)

A. All NYS Manufacture Yes No
B. All Manufactured outside NYS Yes No
C. Manufactured In NYS and Outside NYS Yes No
If yes to C above, Location (State) where more than half the value is added to the product(s) bid: State of _____

7. Bidder's Principal Place of Business* State of _____

*Principal Place of Business" is the location of the primary control, direction and management of the enterprise.

**For further information and or application please contact New York State Department of Economic Development, Division of Minority and Women-Owned Business Enterprise at 518-292-5250 (Albany) or 212-803-2414 (New York City).