

TAC: 071916 : Hospital Sitter Service



Andrew M. Cuomo
Governor



Office for People With
Developmental Disabilities

Taconic Developmental Disabilities
State Operations Office 4

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AGENCY INFORMATION:

State of New York
Office for People With Developmental Disabilities
Taconic Developmental Disabilities Services Office
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DESIGNATED CONTACT PERSON(S) FOR INQUIRIES & SUBMISSIONS

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I. Timetable of Proposal Due Dates

IFB Release Date	Tuesday 21 June 2016
Final Date for Receipt of Questions	11:00 AM, 5 July 2016
Official Responses to Questions	7 July 2016
Proposal Due Date – Bid Opening	11:00 AM, TUESDAY 19 July 2016
Evaluation & Selection	2 August 2016
Notification of Awards	4 August 2016
Contract start date (subject to change)	Saturday 1 October 2016

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REQUIRED FORMS:

Invitation for Bid

ATTACHMENT 1:	References
ATTACHMENT 2:	Vendor Responsibility Questionnaire
ATTACHMENT 3:	MacBride Fair Employment Principles
ATTACHMENT 4:	ST-220CA
ATTACHMENT 5:	Certification of Compliance with State Finance Law § 139-k
ATTACHMENT 6:	Affirmation of Understanding & Agreement State Finance Law § 139-j
ATTACHMENT 7:	Disclosure of Prior Non-Responsibility Determination
ATTACHMENT 8:	Non-Collusive Bidding Form
ATTACHMENT 9:	Public Officers Law

1. Introduction

The New York State Office for People With Developmental Disabilities (hereinafter “OPWDD”) has the authority to provide care, treatment, rehabilitation, education, training and support services to developmentally disabled persons. OPWDD is also empowered to take all actions necessary, desirable, and proper to carry out its purposes and objectives within budgetary amounts made available by appropriations. Taconic Developmental Disabilities Services Office (hereinafter “TDDSO”) is an agency of OPWDD serving Putnam, Dutchess, Columbia, Greene, and Ulster counties.

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

2. Objective of this IFB

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

3. General Description of Services

This IFB is for interested bidders to submit a bid for Hospital Sitter Service for TDDSO sites, according to the specifications, terms and conditions as enumerated in “Scope of Work” of this IFB.

4. Site Inspections

It is the Bidders obligation to visit any and all sites they wish to bid on. TDDSO will **make no allowance Or concession** to the Bidders for any alleged misunderstanding or deception because of quality, character, location, or other conditions. The telephone number for each site has been provided. It is the Bidders responsibility to set up appointment with each House Manager to determine each site’s specific requirements.

5. Notice to Potential Bidders

Receipt of these bid documents does not indicate that TDDSO has pre-determined your company’s qualifications to receive a contract award. Such determination will be made after the bid opening

and will be based upon our evaluation of your bid submission compared to the specific requirements and qualifications contained in these bid documents.

6. Term of the Contract

The contract period will not exceed 60 months.

7. Inquiries

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

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

8. Payment

A. Prices are to remain constant for the initial year of the contract. At the completion of the initial year, TDDSO or the Contractor may give notice or request an annual price adjustment for the subsequent year. The notice or request must be submitted in writing between 30 days and 90 days prior to the contract anniversary date or renewal date. TDDSO has the sole discretion in determining the rate to be approved. The adjustment shall be based upon the "CPI-W" (Consumer Price Index – Urban Wage Earners), not seasonally adjusted, Northeast urban B/C, with the adjustment calculated on a 12-month percent change based on the month 60 days prior to the contract anniversary. Any price adjustment shall not exceed 3.0% per annum.

9. Wage and Hours Provisions

A. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department.

(1) Pursuant to § 9 (A), Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

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

10. Subcontracting

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

11. Insurance

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The Contractor agrees that without expense to the State, they will procure and will maintain during the period of the proposal and contract, insurance of the kinds and in the amounts hereinafter provided, in insurance companies authorized to do such business in the State of New York, covering all operations under this proposal and contract.

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

- (1) A policy covering the obligations of the successful bidder in accordance with the Workers' Compensation Law. The contract shall be void and of no effect unless the successful bidder procures such policy and maintains it during the period of the contract.
- (2) Policies covering bodily injury, liability and property damage of the types hereinafter specified, each with limits of liability not less than \$500,000.00 for all damages arising out of bodily injury, including death at any time resulting there from, sustained by one person in any one accident, and subject to that limit for that person, and not less than \$1,000,000.00 for all damages arising out of bodily injury, including death at any time resulting there from, sustained by two or more persons in any accident and not less than \$1,000,000.00 for all damages arising out of injury or destruction of property:
 - a. Contractor's liability insurance issued to and covering the liability of the successful bidder with respect to all work performed by them under the proposal and the contract.
 - b. Protective liability insurance issued to and covering the liability of the people of the State of New York with respect to all operations under this proposal and the contract, by the successful bidder, including omissions and supervisory acts of the State.

12. Submission of Proposals

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

- (1) **TDDSO is located in a rural area. The TDDSO mailroom is open from 10:00 AM – 3:00 PM; therefore, overnight delivery can take a minimum of two (2) business days to be received by TDDSO. Bidders mailing their responses must allow sufficient mail delivery time to ensure receipt of their proposals by the Bid Opening Date listed on the cover page. Do not depend upon an expedited, "early AM," or similar delivery service to timely deliver to TDDSO.**
- (2) All proposals should be submitted in a sealed envelope with *the following information clearly displayed on the exterior of the packaging: Bidder's name and address; "Sealed Bid" with the IFB title; Proposal Due Date*

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

Taconic DDSO, Contract Unit
C/O Julia Piwinski, Administrative Aide
26 Center Circle, Services Building
Wassaic, New York 12592

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

- B. References:** All bidders must submit at least three (3) work references in that will verify that they have at least three years of relevant experience to complete the work as listed in Scope of Work.
- C. Late Bids:** Any Bid received at the specified location after the time specified will be considered a late Bid. A late Bid shall not be considered for award unless: (i) no timely Bids meeting the requirements of the Bid Documents are received or, (ii) in the case of a multiple award, an insufficient number of timely Bids were received to satisfy the multiple award; and acceptance of the late Bid is in the best interests of the Authorized Users. Bids submitted for continuous or periodic recruitment contract awards must meet the submission requirements associated with their specifications. Delays in United States mail deliveries or any other means of transmittal, including couriers or agents of the Authorized User shall not excuse late Bid submissions. Similar types of delays, including but not limited to, bad weather or security procedures for parking and building admittance shall not excuse late Bid submissions. Determinations relative to Bid timeliness shall be at the sole discretion of TDDSO. **No late proposals will be considered if the delay in submission results from the fault of the bidder or from any factor within the direct or indirect control of the bidder.**

13. Procurement Information, Mandatory Requirements

- A. Timetable of Proposal Due Dates:** As listed on the Cover Page of this procurement.
- B. Procurement Lobbying Law Requirements pursuant to State Finance Law §§ 139-j and 139-k**

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

The designated contact person is Deborah Pelkey. The Restricted Period for this procurement begins with the date of the advertisement in the NYS Contract Reporter and will end when the NYS Office of the State Comptroller has approved the contract. All contact during the Restricted Period regarding this procurement must be made with the TDDSO designated contact person.

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

C. Questions Regarding this Procurement

All questions regarding this procurement must be submitted in writing, by fax, mail, or e-mail to the contact person listed on the cover sheet of this IFB.

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

D. TDDSO Rights

- (1) TDDSO reserves the right to use any and all ideas presented in any response to the IFB. Selection or rejection of any proposal does not affect this right. TDDSO shall also have unlimited rights to disclose or duplicate, for any purpose whatsoever, all information or other work product developed, derived, documented or furnished by the Bidder under any agreement resulting from this IFB.
- (2) In the event of contract award, all documentation produced as part of the contract will become the exclusive property of TDDSO. TDDSO reserves a royalty free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use such documentation and to authorize others to do so.
- (3) TDDSO reserves the right to:
 - a. Reject any or all proposals received in response to this IFB.
 - b. Reissue a modified version of this IFB.

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

- c. Amend any part of this IFB, at any time, upon written notification to Bidders.
- d. Utilize any and all ideas submitted in the proposals received, unless legal patent or proprietary rights cover those ideas.
- e. Disqualify any Bidder whose conduct or proposal fails to conform to the requirements of this IFB.
- f. Accept all or part of a selected Bidder's proposal.
- g. Eliminate any requirement(s) unmet by all Bidders upon notice to all parties submitting proposals or Letters of Intent.
- h. Make typographical corrections to proposals, with the concurrence of the Bidder.

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- i. Adjust or correct cost or cost figures with the concurrence of Bidder if errors exist and can be documented to the satisfaction of TDDSO.
- j. Correct computational errors with the written concurrence of the Bidder.
- k. Waive procedural technicalities in proposals received, upon notification to the Bidder involved.
- l. Change any of the scheduled dates, including start dates, stated herein upon notice to the Bidders.
- m. Request Bidders to clarify their proposal and/or submit additional information pertaining to their proposal.
- n. Request best and final offers from the Bidder that submits a technically acceptable offer proposal.
- o. Negotiate with any Bidder who submits a proposal.
- p. Select and award contracts to more than one Bidder.

E. Incurred Costs

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

F. Content of Proposals

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

G. Period of Validity

Each Bidder's Proposal must include a statement as to the period during which the provisions of the proposal will remain valid. A minimum of 180 calendar days from the Closing Date for Receipt of Proposals is required.

H. Public Information Requirements

All the proposals upon submission will become the property of TDDSO. TDDSO will have the right to disclose all or any part of a proposal to public inspection based on its determination of what disclosure will serve the public interest. Prospective Bidders are further advised that, except for trade secrets and certain personnel information (both of which TDDSO has reserved the right to disclose), all parts of proposals must ultimately be disclosed to those members of the general public making inquiry under the New York State Freedom of Information Law (NYS Public Officers Law article 6) although proposal contents cannot ordinarily be disclosed by TDDSO prior to bid award. Should a Bidder wish to request exception from public access to information contained in its proposal, the Bidder must specifically identify the information and explain in detail why public access to the information would be harmful to the Bidder. Use of generic trade secret legends encompassing substantial portions of the proposal or simple assertions of trade secret interest without substantive explanation of the basis therefore will be regarded as non-

responsive requests for exception from public access will not be considered by TDDSO in the event of a Freedom of Information request for proposal information is received.

I. Notice of Award, Debriefing and Bid Protests

- (1) Subsequent to the evaluation of all bids received pursuant to this IFB, all Bidders will be notified of the acceptance or rejection of their proposals. The successful Bidder or its agent shall not make any news releases or any other disclosure relating to this contract award without the explicit approval of TDDSO.
- (2) TDDSO will notify all unsuccessful Bidders, at or about the time of bid award, of the fact that their proposals were not selected. Each unsuccessful Bidder may at that time request a debriefing by TDDSO as to why its proposal was not selected. The scope of such debriefings will ordinarily be limited to the strengths and weaknesses of the individual Bidder's proposal unless the contracts resulting from this procurement have been approved by OSC.
- (3) Bidders wishing to file protest of the awarding of a bid(s) must notify OPWDD, in writing, of their intent to protest the award within ten (10) working days of their receipt of notice of non-award. The protest should identify the name and number of the IFB and the award date; indicate the bidder's interpretation as to why they feel they were denied the award (i.e., summarize the deficiencies identified during the debriefing) and state their justification for the bid protest. Bid protests must be mailed to NYS OPWDD, Contract Management Unit, 44 Holland Avenue, 3rd Floor, Albany, New York 12229-0001.

J. Affirmative Action

- (1) TDDSO is in full accord with the aims and effort of the State of New York to promote equal opportunity for all persons and to promote equality of economic opportunity for minority group members and women who own business enterprises, and to ensure there are no barriers, through active programs, that unreasonably impair access by Minority and Women-Owned Business Enterprises (M/WBE) to State contracting opportunities.
- (2) Prospective Bidders to this IFB are subject to the provisions of Executive Law article 15-A and regulations issued there under.
- (3) Contractors and subcontractors shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, or marital status. For these purposes, affirmative action shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
- (4) For purposes of this IFB, TDDSO has goals for subcontracting with and purchasing from Minority and Women-Owned Business Enterprises (M/WBE's) and for the employment of protected class individuals. TDDSO's goal for subcontracting and purchasing is 0-5% of the total dollars expended from any contract for subcontracts or for the purchase of supplies,

equipment, or printing. TDDSO's goal for employment of protected class individuals is 0-5% of the total dollars expended from any contract for personnel or consultants.

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

K. Prime Contractor's Responsibility

In the event the selected Bidder's proposal includes services provided by another firm, it shall be mandatory for the selected Bidder to assume full responsibility for the delivery for such items offered in the proposal. Should the selected Bidder seek external financing, the State reserves the right to approve the assignment of the contract for financing purposes. In any event, TDDSO will contract only with a Bidder, not the Bidder's financing institution or subcontractors. TDDSO shall consider the selected Bidder to be the sole responsible contact with regard to all provisions of the contract resulting from this IFB.

L. Public Officer's Law Requirements

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

M. Omnibus Procurement Act

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

Information on the availability of New York State subcontractors and suppliers is available from the Department of Economic Development, Division for Small Business, Albany, New York 12245, Tel. 518.292.5100, Fax: 518.292.5884, email: opa@esd.ny.gov

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

N. Contract Execution

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

O. Vendor Responsibility Questionnaire

State agencies are required under State Finance Law § 163 (3) (a) (ii), to ensure that contracts are awarded to responsible vendors. Such requirements include, but are not limited to, the Bidder's qualifications, financial stability, and integrity. Vendors/not-for-profit provider agencies are invited to file the Vendor Responsibility Questionnaire (VRQ) online via the New York State VendRep System or may choose to complete and submit a paper questionnaire. To enroll in and use the New York State VendRep System, see the www.osc.state.ny.us/vendrep.

P. Health Information Portability and Accountability Act (HIPAA)

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

Q. Confidentiality of Contract Terms/Information/Publication Rights

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

Upon approval of the contract by OSC, all terms of the contract become available to the public. The bidder shall treat all information, in particular information relating to TDDSO service recipients and providers, obtained by it through its performance under contract, as confidential information, to the extent that confidential treatment is provided under New York State and Federal law, and shall not use any information so obtained in any manner except as necessary to the proper discharge of its obligations and securement of its rights hereunder. Bidder is responsible for informing its employees of the confidentiality requirements of this agreement. The Contractor shall treat all information, including but not limited to, information relating to TDDSO

service recipients and providers, obtained by it through its performance under contract, as strictly confidential. Contractors shall not disseminate any information obtained in any manner except as necessary to the proper discharge of its obligations under contract with TDDSO.

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

R. General Duties and Additional Responsibilities

Maintain a level of liaison and cooperation with TDDSO necessary for the proper performance of all contractual responsibilities. Agree that no aspect of bidder performance under the Agreement will be contingent upon State personnel, or the availability of State resources, with the exception of all proposed actions of the bidder specifically identified in the Agreement as requiring TDDSO's approval, policy decisions, policy approvals, exceptions stated in the Agreement or the normal cooperation which can be expected in such a contractual relationship or the equipment agreed to by TDDSO as available for the project completion. Cooperate fully with any other contractor that may be engaged by TDDSO. Agree to meet periodically with TDDSO representatives to resolve issues and problems. Recognize and agree that any and all work performed outside the scope of the Agreement or without consent of TDDSO shall be deemed by TDDSO to be gratuitous and not subject to charge by the bidder.

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

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

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

The Act authorizes the State Attorney General to sue a business violating the statute in order to recover damages for actual costs or losses, including consequential financial losses incurred by persons entitled to notification. If a business engages in knowing or reckless violations, the court

can impose a civil penalty of the greater of \$5,000 or \$10 per instance of failed notification up to \$150,000. The remedies provided by this section shall be addition to any lawful remedy available, possibly permitting private actions.

14. Consumer Safety Information

On the Wassaic Campus, as well as on other state operated sites off Campus, Taconic provides services for many people with special needs. In many of our locations, we have individuals who exhibit Pica behavior. Pica is a medical disorder characterized by an appetite for largely non-nutritive substances, e.g., cigarette butts, paper, gum, etc. Attention to the sanitation and cleanliness of the areas surrounding their homes, program sites, and residential buildings is very important to the health and safety of those in our care.

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

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

15. Consultant Disclosure

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

16. Evaluation Criteria: Method of Award

TDDSO will select the responsible and responsive Bidder that will provide the lowest Standard hourly rate cost for each hospital. Only proposals judged to be responsive to the submission requirements set forth in this IFB will be evaluated. TDDSO reserves the right to reject any and all offers. The vendors will be ranked in order of the lowest bid (Number 1) through highest bid (Number 10) based on the standard hourly cost of each vendors bid.

Vendors may submit pricing for as many or as few hospitals as desired.

17. Awarded Contract Vendor Call Procedure:

- 1) When service is needed, the number one (1) vendor for the hospital where the individual will be admitted will be contracted and given at least one (1) hour to fill any shifts needed.
- 2) If after that time period, shift(s) are still open or the vendor declares that if cannot fill a particular shift or shifts, the second vendor for that hospital list will then be contacted. They also will be given at least one (1) hour to fill the open shifts.
- 3) This process will continue, if necessary, by contacting each vendor for that hospital, in the order noted, until all shifts are filled.
- 4) If a vendor cannot provide services at a rate of at least 30% of requested shifts, for a one-month period, they may be removed from the call list and their contract for the hospital at issue may be terminated.

Invitation for Bid

Scope of Work

- A. Hospital sitters are needed to provide assistance and limited service for Taconic Developmental Disabilities Services Office, hereinafter referred to as "TDDSO", individuals who have been admitted to community hospitals as listed on the Cost Proposal Form and that are located in the following New York counties; Columbia, Dutchess, Orange, Putnam, Ulster and Westchester. Also the following Connecticut counties; Fairfield, and Litchfield.
- B. Initial contact with the Hospital sitter service CONTRACTOR, hereinafter referred to as "CONTRACTOR", by TDDSO staff will be made via telephone.
- C. Hospital sitters are required to report to the hospital's Head/Charge Nurse of the unit/floor where the TDDSO individual is located:
 - A. Receive direction regarding the care to be provided.
 - B. Communicate regarding breaks and meal schedules.

Duties include but are not limited to:

- a) Interacting with hospitalized individuals assisting with their adjustment to a new environment, interpreting and communicating their needs (as necessary) to appropriate hospital staff.
- b) Providing individualized assistance based upon the person's needs including communicating preferences in foods, diet consistencies.
- c) Observing the individual's responses to treatment and reporting them orally to appropriate hospital staff.
- d) Maintaining a communication log to report applicable observations to the oncoming sitter staff.
- e) Limited behavioral intervention (soothing, reassuring, etc.) if the individual is exhibiting agitated or anxious behavior.
- f) Assisting individuals with grooming activities (combing hair, brushing teeth, cleaning fingernails, shaving, applying powders/lotions, etc.).
- g) Under the direction of hospital nurses, assisting hospital staff with:
 - Ambulating as necessary/directed
 - Bathing or showering as necessary/directed
 - Toileting needs as necessary/directed
 - Changing clothing as necessary/directed
 - Changing bedding as necessary/directed
 - Repositioning individuals as necessary/directed
 - Individuals with food and/or fluid intake as necessary/directed

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Hospital sitters may NOT provide informed consent for the person's medical treatment; sign admission, discharge or transfer agreements between the hospital and TDDSO staff/administration; administer medications, IVs, oxygen, or other medical treatments; take vital signs; change bandages/dressings; apply or monitor restraints ordered by hospital staff or physicians, or participate in personal intervention techniques (manual holds); perform housekeeping/janitorial care such as cleaning the person's bathroom or bedroom; charting or recording in hospital record-keeping.

All sitter service assignments are "Awake" positions regardless of the shift assignment. Sleeping on duty will not be tolerated and will result in immediate removal of the sitter from their assignment and the sitter may not be allowed to return in any future assignment with the TDDSO, as required by the TDDSO. The TDDSO reserves the right to not compensate the CONTRACTOR for shifts with sleeping sitters.

Statement of Need

CONTRACTOR must agree to provide, at the hourly rate bid, services 24-hours per day, 7-days per week, 365-days per year, as needed by the facility. Rates include any incidental costs of the CONTRACTOR, including, but not limited to, transportation, shift differential, training, uniforms, overhead, etc. Overtime rates will not be paid by TDDSO.

Contractors may choose to bid on any or all hospitals listed on the Cost Proposal Form.

A holiday wage rate will be paid at 1.5 times the standard (bid) hourly rate per hospital and will be required to be disclosed on Cost Proposal Form. However, the holiday rate will not be included in the calculation to determine lowest bidder. It will serve only to establish a holiday rate to be paid to the CONTRACTORS awarded the bids, if applicable. Holiday hours are 12:00AM to 12:00AM only and include:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

The sitter may not work for more than 16 consecutive hours on any shift and/or combination of shifts with any individual either through the TDDSO or a private care individual while sitting with an OPWDD TDDSO individual.

Qualifications for Hospital Sitters

- A. The CONTRACTOR shall determine but not be limited to the following and be able to document on request:
- 1) A review of past employment within the last 7 years.
 - 2) That the hospital sitter is at least 18 years of age.
 - 3) That the hospital sitter be able to record messages and keep simple records, be able to understand and carry out directions and instructions.
 - 4) That the hospital sitter shall possess a high school diploma or equivalent.
 - 5) Verification that a medical examination has been conducted within the last 12 months.
 - 6) That the hospital sitter is in good health and able to verify that the sitter is currently free from any communicable diseases, to include but not limited to, Tuberculosis. A Tuberculosis test determination is to be in each hospital sitters' personal file by the CONTRACTOR.
 - 7) The CONTRACTOR will provide hospital sitters who are in adequate physical condition to provide service. No sitter will be allowed to work more than (two) 2 consecutive 8-hour shifts. Hospital sitters must also have not worked more than 8 hours at another site or with another employer, in any capacity, in the 24-hour period prior to the assignment to this service.

Responsibilities

- A. The CONTRACTOR shall supply only competent workers in the performance of its services and who are in compliance with hospital orientation as required by the specific hospital.
- B. The TDDSO reserves the right to evaluate the CONTRACTOR'S personnel and methods of operation to ascertain that it can effectively perform the work required.
- C. The CONTRACTOR represents that it is familiar with and has full knowledge of all conditions and requirements and does hereby represent that it is fully cognizant of all conditions under which the work is to be performed.
1. The CONTRACTOR (if a corporation) certifies that it is fully authorized to do business in the State of New York.
- D. The TDDSO reserves the right to inspect the CONTRACTOR'S records pertinent to the provisions of this agreement.
- E. The CONTRACTOR shall maintain said records for a minimum of three (3) years after the end of the entire contract period and shall make them available to TDDSO representatives for audit and examination at all reasonable times.

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- F. The CONTRACTOR agrees to have its employees participate in training programs provided by, and as deemed necessary, by the TDDSO.
 - 1. Only trained and registered CONTRACTOR staff may provide services. The hospital sitter will be considered trained by either attending TDDOO "Sitter Training" as provided or by having CONTRACTOR training reviewed and accepted by TDDSO Nursing Services and/or Talent Development and Training Office.
- G. The CONTRACTOR is responsible to ensure that any service provided pursuant to this contract complies with all pertinent provisions of Federal, State and Local statutes, rules and regulations.
- H. The CONTRACTOR is responsible for the planning, coordinating and ensuring the quality of all services provided.
- I. The CONTRACTOR is to ensure that adherence to the plan of care established for patients is followed.
- J. All sitters will provide a written statement at the end of each shift, commenting on the individual's care, condition and any other pertinent information. This document is to be given to the Hospital Staff for inclusion in the individual's record.
- K. Code of Conduct Pledge form completed and signed annually by each hospital sitter.

OPWDD Required Pre-Employment Background Checks

- A. Per NYS Social Service Law #11, it is the responsibility of the OPWDD to protect people with special needs. The OPWDD has set up a process by which all potential outside vendor staff are given pre-employment background checks to insure the safety of individuals while in the CONTRACTOR'S care.
- B. The following are guidelines by which each sitter service CONTRACTOR and their staff must abide by prior to having regular and substantial interaction with OPWDD individuals. These checks are mandatory for all sitter service CONTRACTORS and their staff:
- C. The CONTRACTOR shall conduct a background check on each potential Hospital Sitter that will be assigned to this contract.
 - 1) A request for MHL 16.34 Abuse/Neglect History Check of the hospital sitter prior to June 30, 2013 for substantiated allegations of abuse and neglect that occurred or were discovered
 - 2) A review of the Staff Exclusion List (SEL) to check the hospital sitter for any record(s) of substantiated allegations of abuse and neglect that occurred or discovered on or after June 30, 2013.

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3) A review of criminal convictions that would prevent the hospital sitter from satisfactorily performing his/her duties. The CONTRACTOR/sitters should be registered with Criminal Background Check (CBC) Finger Print Program.

- D. Verification that the hospital sitter has Statewide Central Register of Abuse and Maltreatment (SCR) clearance.

The following link will take you to the OPWDD website for further information:

http://www.opwdd.ny.gov/opwdd_resources/opwdd_forms/criminal_background_check/home

- E. Any sitter who fails to have fingerprinting performed or whose pre-employment background search. Reveals a history unacceptable to OPWDD, will not be allowed to provide services to OPWDD individuals.
- F. All such records shall remain on file with the CONTRACTOR for a minimum of 3 years after the end of the entire contract period and shall be made available upon request to the OPWDD at any time.

ACCOUNTING

A. JOB TICKETS

The following information is to be recorded on each Job Ticket:

1. The Name of hospital where services were provided,
2. The date(s) and hour(s) service was provided.
3. The name of the individual for who service was provided.
4. The name of the companion/sitter providing the service.
5. A copy of the sign in/out record for the companion/sitter providing the service.

- B. PREVAILING WAGES:** Prevailing Wage does not apply to this contract.

INVOICES

Invoices must indicate Invoice number, PO# OPD01- , Contract number, the name of the site, the date of service and the type of service rendered. All invoices must have a signed Job Ticket attached. Invoices are to be submitted for payment within thirty (30) days of service to:

OPWDD Taconic DDSO
Unit ID: 3660241
C/O NYS OGS Business Services Center
P.O. Box 2117
Albany, New York 12220-0117
518-457-4272
Email: AccountsPayable@ogs.ny.gov

Invitation for Bid

Cost Proposal Form

All pricing shall be per event

County	Hospital	Standard Hourly Rate	Holiday Rate (1.5 times the Standard hourly rate)
Albany	Albany Medical Center Hospital 43 New Scotland Avenue. Albany, NY 12208 518-262-3791		
Albany	Albany Memorial Hospital 600 Northern Blvd. Albany, NY 12204 518-471-3221		
Albany	St. Peter's Hospital 315 South Manning Blvd. Albany, NY 12208 518-525-1550		
Columbia	Columbia Memorial Hospital 71 Prospect Avenue. Hudson, NY 12534 518-828-7601		
Dutchess	MidHudson Regional Hospital 241 North Road. Poughkeepsie, NY 12601 845-431-8211		
Dutchess	Northern Dutchess Hospital 6511 Springbrook Avenue. Rhinebeck, NY 12572 845-876-3001		
Dutchess	Vassar Brothers Medical Center 45 Reade Place. Poughkeepsie, NY 12601 845-431-5648		
Orange	St. Luke's Cornwall Hospital 70 Dubois Street. Newburgh, NY 12550 845-561-4400		
Putnam	Putnam Hospital Center 670 Stoneleigh Avenue. Carmel, NY 10512 845-279-5711		
Ulster	HealthAlliance Hospital- Broadway Campus 396 Broadway. Kingston, NY 12401 845-331-3131		
Ulster	HealthAlliance Hospital- Mary's Ave Campus 105 Mary's Avenue. Kingston, NY 12401 845-338-2500		
Westchester	Northern Westchester Hospital 400 Main Street. Mt. Kisco, NY 10549 914-666-1200		
Westchester	Westchester Medical Center 100 Woods Road. Valhalla, NY 10595 914-493-7000		
Fairfield	Danbury Hospital 24 Hospital Avenue. Danbury, CT 06810 203-739-7000		
Litchfield	New Milford Hospital 21 Elm street. New Milford, CT 06776 860-355-2611		
Litchfield	Sharon Hospital 50 Hospital Hill Road. Sharon, CT 06069 860-364-4141		

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

Name of
Company:

Address:

Federal ID Number:

Telephone:

Date:

Fax:

Invitation for Bid

No-Bid Form

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

- We do not provide the requested services. Please remove our firm from your mailing list.
- We are unable to bid at this time because:

- Please retain our firm on your mailing list.

(Firm Name)

(Signature)

(Date)

(Print Name)

(Title)

(E-mail)

(Telephone)

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