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Commissioner

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Executive Deputy Commissioner

OPWDD Contract Management Unit on behalf of Taconic Developmental Disabilities State Operations Office

2024 – 2027 Transportation Services for Milton Day Habilitation Program

OPD 040924

Invitation for Bid

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

ATTACHMENT 1: References
ATTACHMENT 2: Vendor Responsibility Questionnaire

REFERENCE MATERIAL

Contract Template with Appendix A & Supplement

1. Introduction

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

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

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

Jennifer Vallely, CMS 1 for
Rebecca Whitaker, CMS 2
Laura Pushkarsh, CMS 2
Deborah Grieco, CMS 3
OPWDD Contract Management Unit
26 Center Circle
Wassaic, New York 12592-2637
Phone: 845-877-6821 x 3333 Fax: 845-877-3004
eny.nyc.li.contracthub@opwdd.ny.gov

3. Timetable of Proposal Due Dates

IFB Release Date	6 March 2024
Final Date for Receipt of Questions	20 March 2024
Official Responses to Questions By	26 March 2024
Proposal Due Date – Bid Opening*	**1:00pm, 9 April 2024**
Evaluation & Selection	30 April 2024
Notification of Awards	30 April 2024
Contract start date (subject to change)	1 September 2024

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

OPWDD has sole discretion to change the above dates

4. Objective of this IFB

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

5. General Description of Services

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

6. Site Inspections

It is the Bidders obligation to visit any and all sites they wish to bid on. The address for each site has been provided. OPWDD will make **no allowance or concession** to the Bidder for any alleged misunderstanding or deception because of quality, character, location, or other conditions. It is the responsibility of the bidder to know the site(s) requirements based upon the service being requested.

7. Notice to Potential Bidders

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

8. Term of the Contract

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

9. Payment

Prices are to remain constant for the initial year of the contract. Approaching every contract anniversary date, the Contractor may request, or OPWDD give notice of, an annual price adjustment for the subsequent year. The request or notice must be submitted in writing between 30 days and 60 days prior to the contract anniversary date. OPWDD has the sole discretion in determining the rate to be approved. The adjustment shall be based upon the most recently available, "CPI-U", not seasonally adjusted, Northeast Region, all items, with the adjustment calculated on a 12-month percent change based on the month 60 days prior to the contract anniversary. Any price adjustment shall not exceed 3.0% per annum.

10. Wage and Hours Provisions

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

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

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

11. Subcontracting

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

12. Insurance

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

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

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

   (2) Policies covering bodily injury, liability and property damage of the types hereinafter specified, each with limits of liability not less than $1,000,000.00 for all damages arising out of bodily injury, including death at any time resulting there from, sustained by one person in any one accident, and subject to that limit for that person, and not less than $2,000,000.00 for all damages arising out of bodily injury, including death at any time resulting there from,

sustained by two or more persons in any accident and not less than $2,000,000.00 for all damages arising out of injury or destruction of property.

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

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

13. Submission of Proposals

A. Submission Requirements

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

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

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

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

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

OPWDD
Contract Management Unit – **IFB: OPD 040924**
C/O Jennifer Vallely, CMS 1
26 Center Circle, Building 58, Service Building
Wassaic, New York, 12592-2637

(4) Bid Opening will be done via Web Ex following standard formal bid opening procedures. If bidders wish to "attend", they may do so by calling: **1-518-549-0500 at 1pm on April 9, 2024**. Bidders will be asked for an ATTENDEE CODE. Enter **161 650 0758 followed by the # sign. You may also join by using the link below:**

https://meetny.webex.com/meetny/j.php?MTID=mddaa73a4f8f9b43abdffdafa57cc42b2

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

B. References

All bidders must submit at least three (3) work references that will verify that the bidder or its principals have at least three (3) years of relevant experience to complete the work as listed in Qualifications and Scope of Work.

C. Late Bids

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

14. Procurement Information, Mandatory Requirements

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

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

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

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

B. Questions Regarding this Procurement

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

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

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

C. OPWDD Rights

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

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

(3) OPWDD reserves the right to:
   a. Reject any or all proposals received in response to this IFB (Invitation for Bid);
   b. Withdraw the IFB at any time, at the agency's sole discretion;

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

D. Incurred Costs

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

E. Content of Proposals

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

F. Period of Validity

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

G. Notice of Award, Debriefing and Bid Protests

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

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

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

H. Public Information Requirements / Confidentiality / Publication Rights

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

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

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

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

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

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

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

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

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

I. Affirmative Action

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

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

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

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

J. Prime Contractor's Responsibility

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

K. Public Officer's Law Requirements

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

L. Omnibus Procurement Act

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

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

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

M. Contract Execution

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

N. Vendor Responsibility Questionnaire

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

O. Health Information Portability and Accountability Act (HIPAA)

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

P. General Duties and Additional Responsibilities

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

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

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

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

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

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

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

In accordance with State Finance Law § 165, the bidder, by submission of this bid, certifies that it or any individual or legal entity in which the bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership in the bidder interest has no business operations in Northern Ireland. If the bidder or any of its aforementioned affiliations has business operations in Northern Ireland, then they shall take lawful steps in good faith to conduct any business operations that it has in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of their compliance with such Principles.

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

In accordance with New York State Finance Law § 139-k (5), the bidder, by submission of this bid, certifies that they are subject to the provisions of State Finance Law §§ 139-k and

139-j and all information provided to OPWDD with respect to State Finance Law § 139-k is complete, true, and accurate.

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

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

U. Bidder Disclosure of Prior Non-Responsibility Determinations

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

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

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

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

V. Non-Collusive Bidding Certification

In accordance with State Finance Law § 139-d, the bidder by submission of this bid certifies that they and each person signing on behalf of the bidder certifies, and in the case of joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

1. The prices in this proposal have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor, and

2. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

3. No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition.

W. Public Officers Law Certification

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

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

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

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

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

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

15. Consumer Safety Information

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

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

16. Consultant Disclosure

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

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

17. Evaluation Criteria: Method of Award

A. Contract Award

OPWDD will select the responsible and responsive Bidder that will provide the lowest **Estimated Annual Total Cost for Transportation Services per Day Hab**. There is one (1) Day Hab up for bid and one (1) contract will be awarded. All bids must be submitted on an original Cost Proposal Form (pages 31-32). In the event of a tie bid, the award will be made by random selection.

B. Right to Reject

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

C. Mathematical Errors

If the Bidder submits a Cost Proposal Form which contains mathematical errors, the **Estimated Annual Total Cost for Transportation Services per Day Hab** will be recalculated using the price submitted for the **Daily Cost per Route** and the **Total Number of Daily Routes Required.**

D. Confirmation of Ability to Provide Service

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

Qualifications & Scope of Work

Transportation Services

The Office for People With Developmental Disabilities (OPWDD) oversees the Taconic Developmental Disabilities State Operations Office (DDSOO) and requires a qualified Contractor to provide transportation services for Milton Day Habilitation located in Ulster County.

The following specifications cover route-based, round-trip transportation services for people with developmental disabilities, under OPWDD's care, and staff from their residences to program sites and return.

Program specific transportation service details can be found in **Exhibit A – Milton Day Habilitation Program** (page 30).

Transportation services for participants in OPWDD state operated Day Habilitation program(s) are provided as follows:

I. Transportation Service Overview

A. Transportation service may be provided for both staff and/or people with developmental disabilities from the participants' residence to the Day Habilitation program (Day Hab, Day Program) site and back to the residence, as appropriate. Transportation is required Monday through Friday, excluding holidays, state of emergency days, or other unscheduled emergency days. Recognized Holidays are:

New Year's Day (observed)
Dr. Martin Luther King, Jr. Day
Washington's Birthday (observed)
Memorial Day
Juneteenth
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

B. In the event that a Day Habilitation program site has a delayed opening or early dismissal due to weather conditions or unforeseen circumstances, it is the responsibility of the Contractor to pick up/drop off each Individual and transport them to their Day Habilitation program site and back to their home, as appropriate.

C. The Contractor is responsible for the welfare of each Individual being transported from the point of pick up at the residence to entering the day program facility on the outbound trip, and from departing the day program facility to arriving at the residence on the inbound trip. Passengers may not be dropped off curbside at their home or at the day program facility until an OPWDD staff is present to receive them. **Individuals may never be left unattended**. The Contractor is responsible to assure and provide adequate supervision on vehicles during transport in order to maintain orderliness and provide a safe and secure ride for the people

being transported. Contractors are required to provide a minimum of one attendant on each route.

D. OPWDD staff reserves the right to add and delete riders, which may include wheelchair users, in accordance with participation in the Day Habilitation program. Contractor's staff will be expected to work cooperatively with OPWDD staff to modify routes as needed.
   1. The number of people with developmental disabilities to be transported may increase or decrease during the effective period of this contract. Transportation service and vehicle capacity shall increase or decrease as necessary to meet any fluctuations in total number of Individuals approved for transportation services within the established parameters.
   2. OPWDD reserves the right to add and delete residences/program sites in accordance with any development or closure plans. OPWDD will provide the Contractor with advanced notice of such changes (including route changes as necessary) as they become known to OPWDD.
   3. Contractor will be paid for the actual number of days the routes are provided to cover route-based, round-trip transportation services for OPWDD Individuals and staff from their residences to program sites and return them to their residences. Contractors will not be paid for routes not provided.
   4. The number of routes may not be increased without prior approval from the Contract Management Unit or designee.

E. Contractor's staff must be aware that during transport people with developmental disabilities will exhibit various disabilities that may affect vision, hearing, speech, health, and physical abilities, as well as emotional and behavioral needs requiring special attention. A roster with a detailed list of medical and behavioral concerns will be provided to the Contractor upon contract award after OPWDD receives a signed HIPAA Business Associate Agreement from the Contractor. Contractors shall not unilaterally make the decision to refuse transportation for any Individual. Such decision must be first discussed with the Day Habilitation Program Manager and members of the Individuals Treatment Team. All Contractor staff should be aware of the presence of communicable diseases and take necessary universal precautions to ensure the health of the Individuals transported and OPWDD and Contractor staff.

F. Many people with developmental disabilities will be non-ambulatory, requiring wheelchairs. Wheelchair lifts and wheelchair and occupant securement systems must be used in conformance with the manufacturer's instructions. The Contractor's staff must consult with OPWDD staff regarding any inability to comply (i.e., size of wheelchair, vehicle configuration, Individual's physical or mental condition). Specific manufacturer instructions regarding wheelchair and occupant securement, as well as the Contractor's training curriculum and training rosters may be requested by OPWDD administration as proof of competency. The Contractor will provide annual staff training in the use of wheelchair and occupant securement equipment and, upon request, forward all training rosters to OPWDD administration when completed. OPWDD staff must not operate any lift or use the tie downs for any Individual's wheelchair in any Contractor's vehicle. This is the sole responsibility of the Contractor. OPWDD staff must be allowed on board at any time to inspect wheelchair and occupant securement systems for proper use and to verify proper procedures are followed.

G. Some people with developmental disabilities will board the vehicle in a wheelchair and need to be transferred to a seat. The Contractor's staff is responsible for transferring the Individual from the wheelchair to a seat and from the seat, back to the wheelchair upon arrival. Contractors are required to have at least one vehicle with a lift rated to accommodate people with developmental disabilities who require power wheelchairs.

H. Some people with developmental disabilities may require the use of transportation harnesses which must be used in conjunction with the attachment device per the manufacturer's specifications specifically for the vehicle being used. Lap and shoulder occupant securement belts may also be required and must be used in accordance with the manufacturer's specifications.

I. OPWDD reserves the right to implement seating charts based on the Individuals' needs. Seating charts will be developed by OPWDD staff in collaboration with the Contractor. Any developed seating charts must be adhered to.

II. Contractor Requirements

A. The Contractor must comply with all laws, rules, and regulations of the New York State (NYS) Department of Transportation (DOT), the NYS Department of Motor Vehicles (DMV), and any other State, Federal, and local agencies as they pertain to the transportation of passengers and people with developmental disabilities. The Contractor must provide proof of compliance with the drug/alcohol testing requirements of the Omnibus Transportation Employee Testing Act of 1991.

B. The Contractor must provide a photocopy of their current, valid Department of Transportation certificate of operating authority prior to contract award. At the request of OPWDD, Contractor must provide a photocopy of current valid DOT inspection certificates for each vehicle providing or proposed to provide service prior to start of contract or at any point during the contract.

C. **New York City Only** – Contractor must submit a copy of Taxi and Limousine Commission Paratransit Base Operator's License (or letter of exemption from Taxi and Limousine Commission)

D. At the request of OPWDD, the Contractor must submit a completed Article 19A School District/Other Contract Notice Form 870.1.

E. The Contractor must ensure drivers used in this contract are 19A CDL certified. At the request of OPWDD, Contractors must provide a list of drivers with proof of 19A certification, including a copy of the most current affidavit from NYS Department of Motor Vehicle bus driver certification unit for drivers to be used under this contract and the most recent Article 19A record review and audit, prior to start of contract or at any point during the contract.

F. The Contractor must ensure and maintain proof that all drivers and attendants working in performance of this contract do not appear on the state's Central Registry of Child Abuse and

Maltreatment (SCR), the state's Sex Offenders Registry, or any other state registry that protects the residents of NYS from potentially harmful individuals.

G. Pursuant to 14NYCRR 633.22 (o)(1), agencies providing certified and HCBS waiver services may contract with certain providers of service only if that provider is an authorized provider. Accordingly, Contractor must, prior to contract start date, acquire registration on the Registered Provider Listing, maintained by the OPWDD Incident Management Unit which can be reached at regprovider.approvals@opwdd.ny.gov or by calling (518) 473-7032. The Contractor hereby agrees to comply with the following provisions regarding criminal background checks (CBC) and as further required by 14 NYCRR section 633.22 and 14 NYCRR Section 701.

H. The Contractor also agrees to comply with the following provisions regarding checks of the Staff Exclusion List (SEL) (as required by Section 495 of the Social Services Law and 14 NYCRR section 633.24), MHL 16.34 checks (as required by Section 16.34 of the Mental Hygiene Law and 14 NYCRR section 633.24) and checks of the Statewide Central Register of Child Abuse and Maltreatment (SCR) (as required by Section 424-a of the Social Services Law and 14 NYCRR Section 633.24). The Contractor will ensure that the Justice Center Code of Conduct is signed by each employee or volunteer of the Contractor who has regular and substantial contact with people with developmental disabilities receiving services from a program certified or operated by OPWDD (these are most OPWDD services pertinent to registered providers). The Code of Conduct must be signed by new employees or volunteers at the time of employment or affiliation and on at least an annual basis.

I. The Contractor must provide appropriate supervision to all drivers and attendants.

J. The Contractor agrees to implement any necessary engineering and work practice controls, including responsibility for and compliance with OSHA regulations. The Contractor must have a written vehicle Emergency Evacuation Procedure.

K. The Contractor must ensure that all drivers and attendants are appropriately trained on:
   1. safety and emergency procedures
   2. infection control, including universal precautions and blood borne pathogens, including use of personal protection equipment
   3. HIPAA training
   4. vehicle accident reporting
   5. incident management pursuant to 14 NYCRR Part 624, including, what constitutes abuse, neglect, and mistreatment; and their role in preventing and reporting incidents-this includes full cooperation in all incident investigations (PRAISE training). PRAISE training is required to be completed on an annual basis.
   6. OPWDD's Code of Conduct (required on an annual basis)
   7. any local OPWDD transportation safety Standard of Practice. Any local Standard of Practice must be adhered to.

L. The Contractor must ensure that all drivers and attendants:
   1. submit to TB testing/inoculation according to 14 NYCRR Section 633.14.
   2. are offered Hepatitis B vaccinations

3. do not use corporal punishment
4. do not discriminate toward people with developmental disabilities based upon race, creed, color, religion, sex, sexual orientation, ethnic background, or disability
5. do not distribute, sell, or possess illegal substances or alcohol
6. do not engage people with developmental disabilities in the performance of any transportation duties
7. do not have any financial transactions with people with developmental disabilities
8. do not provide food or beverages to Individuals under any circumstances other than for medical intervention.

M. The Contractor agrees to remove any driver or attendant suspected of, or reported as, engaging in inappropriate behavior.

N. If the Contractor has vehicles equipped with cameras, Contractor must be willing to cooperate with OPWDD in the event that footage is requested.

III. Route and Reporting Requirements

A. **The Contractor must develop routes that will not leave passengers on vehicles for more than 60 minutes each way.** Detailed routes with specific drop off and pick up times must be provided and approved by OPWDD prior to contract start. Periodic updates will be made, as changes necessitate and must be adhered to. Failure to remain in the time window for pick up and drop off at the Day Habilitation program or the residence may result in contract termination.
   1. Contractor must transport people as efficiently as possible, utilizing the most cost-effective routes and vehicles to meet these standards. OPWDD will periodically audit pick up/drop off and route duration information to ensure maximum efficiency and cost effectiveness.
   2. Passengers must be picked up in the morning and returned in the afternoon to the same location unless otherwise scheduled and approved by OPWDD.
   3. Changes in pick up and return locations may occur when a person permanently moves or temporarily changes residences during provider respite and vacation periods.
   4. No Individual may be picked up earlier than 7:00 a.m. without prior written approval from OPWDD.
   5. Contractors must arrange, schedule, and provide transportation service to newly assigned Individuals within 5 days receipt of authorization for service by OPWDD.

B. A complete route description and schedule of each route must be in the possession of the driver at all times. The route description must include the passenger(s) name, address, telephone number, pick up time, and the OPWDD Day Habilitation Program Manager's name and telephone number.

C. The route list must be submitted to the OPWDD Day Habilitation Program Manager prior to the start of the contract and immediately as updates are made. Drivers must not deviate from the route or alter the pick up time of a passenger once established without prior approval from both the Residence Manager and Day Habilitation Program Manager.

D. Dedicated routes are required for each OPWDD Day Program. Routes cannot be combined or comingled between day programs.

E. Drivers will be required to produce a daily vehicle log that lists the names of the driver, attendant(s) and passengers who are transported that day. The daily vehicle log will clearly indicate whether the passenger was transported one way or round trip. The daily vehicle log must be filled out completely, signed, dated and kept on file with the Contractor and available to OPWDD staff upon request.

IV. Safety Requirements

A. For any delay over twenty (20) minutes, the Contractor is responsible for notifying OPWDD, detailing the reason(s) for the delay and the estimated arrival time.

B. All motor vehicle accidents, vehicle breakdowns, injuries to passengers, or other occurrences which affect, disrupt, or interfere with the provision of transportation service must be reported immediately by phone to the OPWDD staff and in writing within twenty-four (24) hours, including copies of all police reports and MV 104 Report of Motor Vehicle Accident forms, as appropriate. These reports MUST include: the date and time of the event, the 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.
   1. A signed written statement from the driver is required.
   2. Any attendants present must also submit a signed written statement.

C. Safety drills must be performed as required by Section 3623 of the NYS Education Law and must include practice and instruction in the location, use and operation of the emergency door, fire extinguishers, first-aid equipment, and windows as a means of escape in case of fire or accident. Drills must also include instruction in safe boarding and exiting procedures with specific emphasis on when and how to approach, board, disembark, and move away from the bus after disembarking.

D. The OPWDD staff must be allowed on board at any time to inspect wheelchair and occupant securement systems for proper use and to verify proper procedures are followed.

E. Drivers must perform inspections at each drop off site to ensure that no riders are left inside the vehicle. **Individuals may never be left unattended**. Drivers must perform back-to-front inspections unless electronic sensors are installed in that vehicle. Documentation must be maintained to confirm the inspection was performed.

F. No smoking is allowed in the vehicle at any time.

G. No unauthorized passengers are permitted on the vehicle.

V. Driver Specific Requirements

A. Drivers are in direct, daily contact with people with developmental disabilities and must be physically and mentally be able to do their assigned work.

B. The Contractor must maintain current information for each driver and complete attestation for:
   1. current physical examination including results of drug testing signed by a medical provider
   2. annual defensive driving review
   3. annual review of driving record
   4. driver record abstract
   5. review NY driver license, confirm qualification for vehicle driven
   6. 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; **Please note: under no circumstances will OPWDD staff operate the power elevator/hydraulic lift and/or wheel chair securement systems or occupant securement systems, such as harnesses/buckle covers, etc. in any Contractor's vehicle.**
   7. drivers and other personnel must be trained in, and familiar with, the procedures for operating harness systems and seat belts. **Please note: under no circumstances will OPWDD staff operate the harness systems or seat belts in any Contractor's vehicle.**
   8. must present a neat, clean appearance

VI. Attendant Specific Requirements

A. The Contractor is required to provide a minimum of one (1) attendant for each transportation route. No transport will occur on any route without a Contractor provided attendant. **The primary responsibility of this attendant is to maintain continuous range of scan supervision with all riders, ensuring that any response to an Individual in distress can be initiated.** Attendants should be seated as far back as possible in the vehicle to ensure visibility of all Individuals. The attendant is required to intervene to ensure the Individual's safety.

B. Additional requirements of the attendant must include:
   1. be at least 19 years of age
   2. have the physical and mental ability to satisfactorily perform their duties
   3. maintain training and certification in cardiopulmonary resuscitation and first aid
   4. receive 3 hours of pre-service instruction in bus safety practices, child management techniques, special needs transportation-including the proper techniques for assisting Individuals with disabilities in entering and exiting the bus
   5. receive a 2-hour refresher instruction annually
   6. training and familiarization with procedures for securing wheelchairs and equipment for Individuals who use wheelchairs
   7. training and familiarization with procedures for operating harness systems, seat belts, and other occupant securement systems

C. Occasionally, OPWDD staff may require an additional attendant for a specific Individual. The Contractor will be responsible for providing the additional attendant. OPWDD will pay for additional attendant(s) outside of the contract if required. The Contractor is NOT authorized to remove the attendant(s) from any transportation route.

D. Per NYS Mental Health Hygiene Law 33.17, "Within staffing limitations and upon request, an Individual who is being transported to or from a facility may be accompanied by same gender staff." To comply with NYS Law, the Contractor must be prepared to provide same gender attendants as requested.

VII. Vehicle Requirements

A. Vehicles must be vendor identifiable, appropriate for the needs of the Individuals being transported, and sized so that each passenger must have their own seat and seat belt. All passengers must be seated while the vehicle is operating. Each vehicle must be in full compliance with requirements of the Americans with Disabilities Act.

B. All transportation vehicles must be inspected and approved by DOT prior to contract use. Should a Contractor's rating on the NYS DOT Performance Based Bus Safety Program fall into the "unacceptable" category for the region in which they are providing contracted transportation services, OPWDD reserves the right to request documentation which demonstrates that any deficiencies related to the unacceptable rating were cured. If documentation is not provided within ten (10) days of request, OPWDD reserves the right to terminate the impacted contract immediately for cause. The Contractor must provide a copy of the DOT contract carrier permit or the DOT common carrier permit (or a letter of exemption issued by DOT). The Contractor must provide a copy of the DMV receipt indicating compliance with Article19A, 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 DMV).

C. The Contractor must 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. Please see Section #12 of this IFB for additional insurance requirements.

D. OPWDD staff may request vehicle information, including make, model, year and vehicle identification number, seating capacity (ambulatory and/or non-ambulatory), miles, and last DOT inspection date.

E. The Contractor must ensure that all equipment including the hydraulic wheelchair lift, wheelchair securement system, and occupant securement system operate properly and are serviced and inspected at least annually. Substitute vehicles must be available to cover any emergency situations caused by vehicle breakdowns.

F. All transportation vehicles:
   1. must have a seatbelt for each passenger
   2. must be equipped with an operational two-way radio or a cellular telephone

3. must be equipped with fully operational heating and air conditioning systems, maintaining temperatures between 66 and 76 degrees Fahrenheit
4. must be kept clean and disinfected inside and out (passengers must not have access to cleaning products at any time)
5. may require special safety equipment: harnesses systems, car seats, or supportive restraints

G. Contractor is responsible to provide all necessary safety equipment, including but not limited to: harness systems, buckle covers, partitions, window or seat padding

H. All wheelchair transportation vehicles must be equipped with:
1. a hydraulic wheelchair lift with a kick plate and anti-roll mechanism
2. a 4-point wheelchair securement system
3. an occupant securement system (i.e. lap and shoulder belt)

VIII. Contract Information

A. This is a full-service contract. For the purpose of this contract, full service must mean that the bid price includes, but is not 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 must also include all travel costs, parking fees, and any other ancillary fees and costs including, but not limited to, permits, licenses and insurances. Details of service not explicitly stated in these specifications, but necessarily attendant, are deemed to be understood by the bidder and herein.

B. The Contractor will only be paid for actual routes provided.

C. The Contractor must hold 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 their employees.

D. The Contractor will be required to comply with all HIPAA regulations and sign a HIPAA Business Associate Agreement. The Contractor must 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 must 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. Contractor is responsible for informing its employees of the confidentiality requirements of this agreement.

E. The Contractor must reimburse OPWDD for any damage to wheelchairs due to improper use of wheelchair securement systems or careless or negligent handling of equipment, including replacement of wheelchair wheels, brakes, armrests, etc.

F. The Contractor's employees will adhere to all policies and regulations of the DDSOO, including, but not limited to, smoking, parking, etc.

IX. Suspension of Service

OPWDD reserves the right to suspend any or all activities under the contract, at any time, in the best interests of the State. In the event of such suspension, the Contractor will be given a formal written notice of such suspension. Examples of the reasons for such suspension include, but are not limited to, a budget freeze on state spending or declaration of emergency. Upon issuance of such notice, the Contractor must comply with the suspension order. Contractor must be paid for services performed prior to suspension in accordance with the contract. Such suspension will be lifted upon written notice to Contractor.

X. Contractor Liability

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

XI. Accounting

A. **Prevailing Wage:**
Prevailing Wage does not apply to this contract.

B. **Invoices:**
Invoices must indicate the invoice number, PO# OPD01-, contract number, the name of the site, the dates of service and the type of services rendered. An invoice may be submitted for a single site or multiple sites as long as each site is itemized on the invoice. Invoices will be paid for actual routes provided, based on the per route cost. OPWDD may request additional supporting documentation to be submitted with invoices. Invoices are to be submitted for payment within (30) days of service to:

OPWDD
Department ID: 3660241
C/O NYS OGS BSC Accounts Payable
Building 5, Fifth Floor
1220 Washington Ave.
Albany, NY 12226-1900

The State of New York may require the Contractor to submit billing invoices electronically. eInvoicing information may be found at: https://bsc.ogs.ny.gov/nys-vendors

C. **Payment:**

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

Exhibit A – Milton Day Habilitation Program

Taconic DDSOO

Day Hab	Address	County	Program Hours	Program Arrival Window	Program Departure Window
Milton Day Hab	207 Milton Turnpike Milton, NY 12547	Ulster	9:00 am - 3:00 pm	8:15 am – 9:15 am	3:00 pm - 4:00 pm

Milton Day Hab - 207 Milton Turnpike, Milton, NY 12547

Rider Number	Residence	Ambulatory (A) or Non-Ambulatory (N)	Days Attending Program	Require Residence Pick up, Drop off, or Both	Additional needs, comments, etc.
1	48 Philips Avenue, Highland, NY 12528	A	M T W Th F	Both	
2	48 Philips Avenue, Highland, NY 12528	N	M T W Th F	Both	Wheelchair
3	48 Philips Avenue, Highland, NY 12528	A	M T W Th F	Both	Quad Cane/Wheelchair
4	48 Philips Avenue, Highland, NY 12528	N	M T W Th F	Both	Wheelchair
5	48 Philips Avenue, Highland, NY 12528	A	M F	Both	Utilizes wheelchair, but only for long distances. Not used during transport
6	265 Hawleys Corners Road, Highland, NY 12528	N	M T W Th F	Both	Wheelchair
7	265 Hawleys Corners Road, Highland, NY 12528	N	T Th F	Both	Wheelchair
8	265 Hawleys Corners Road, Highland, NY 12528	N	M T W Th F	Both	Wheelchair
9	656 N. Ohioville Road, New Paltz, NY 12561	A	M T W Th F	Both	Wheelchair as needed
10	656 N. Ohioville Road, New Paltz, NY 12561	N	M T W Th F	Both	Wheelchair
11	656 N. Ohioville Road, New Paltz, NY 12561	N	M T W Th F	Both	Wheelchair
12	656 N. Ohioville Road, New Paltz, NY 12561	N	M T W Th F	Both	Wheelchair
13	656 N. Ohioville Road, New Paltz, NY 12561	A	M T W Th F	Both	Wheelchair as needed, walker
14	656 N. Ohioville Road, New Paltz, NY 12561	N	M T W Th F	Both	Wheelchair

Cost Proposal Form

Directions: Do not alter the Cost Proposal Form in any way or your bid may be disqualified. Ensure that all entries are neat and legible. Please see page 17, **Section 17. Evaluation Criteria: Method of Award** for more information.

Complete the following:

1. Enter a **Daily Cost per Route** for the Day Hab. The Daily Cost per Route price includes the morning pick-up of the riders at their residences and transportation to the Day Hab **and** the afternoon departure from the Day Hab and subsequent drop-off of riders at their residences. This is a full-service contract, and the price must include all required services. Please refer to the Scope of Work for details.

2. To determine the **Estimated Annual Cost per Route**, multiple the **Daily Cost per Route** by the **Estimated Number of Transport Days per Year** listed for the Day Hab.

3. Use the current ridership roster in **Exhibit A – Milton Day Habilitation Program** to determine the **Total Number of Daily Routes Required**. Enter the number of routes required in the column labeled Total Number of Daily Routes Required. As per the Scope of Work, the number of individuals being transported may increase or decrease during the effective period of the contract. If additional routes are required after the contract start date, the Daily Cost per Route rate given for each Day Hab will be used. The number of routes may not be increased without prior approval from the Contract Management Unit or designee.

4. To determine the **Estimated Annual Total Cost for Transportation Services per Day Hab**, multiply the **Estimated Annual Cost per Route** by the **Total Number of Daily Routes Required**.

5. Enter a **Cost per Day for an Additional Attendant**. This expense will be paid outside of the contract, should an additional attendant be necessary.

6. Check one of the boxes regarding the availability and use of cameras on contracted transportation vehicles.

Taconic DDSOO

Day Hab	Daily Cost per Route	Estimated Number of Transport Days Per Year	Estimated Annual Cost Per Route	Total Number of Daily Routes Required	Estimated Annual Total Cost for Transportation Services per Day Hab*	Cost per Day for an Additional Attendant**
Milton Day Hab	$	250	$		$	$

* based on current ridership rosters provided in Exhibit A - Milton Day Habilitation Program

** This expense will be paid outside of the contract

Bidder Signature

Print Name & Title

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

Name of Company:

Address:

Federal ID Number: Telephone:

Date: Email:

Please check one of the following boxes regarding the availability and use of cameras in your company's fleet of vehicles:

- ☐ None of the vehicles are outfitted with cameras.
- ☐ Some of the vehicles are outfitted with cameras.
- ☐ All the vehicles are outfitted with cameras.

Please provide any relevant information regarding the availability and use of cameras:

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.