



**Office for People With
Developmental Disabilities**

KATHY HOCHUL
Governor

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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 – 2029 Community Generator
Maintenance and Repair Services in Columbia,
Dutchess, Greene, Putnam, and Ulster
Counties**

TAC 011724

Invitation for Bid

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

Michael J. Keller, CMS 1 for
Zachary Guida, CMS 2
Deborah Grieco, CMS 3
OPWDD Contract Management Unit
26 Center Circle
Wassaic, New York 12592-2637
Phone: 845-877-6821 x3025 Fax: 845-877-3004
eny.nyc.li.contracthub@opwdd.ny.gov

3. Timetable of Proposal Due Dates

IFB Release Date	29 November 2023
Final Date for Receipt of Questions	13 December 2023
Official Responses to Questions By	03 January 2024
Proposal Due Date – Bid Opening*	3:00pm 17 January 2024
Evaluation & Selection	14 February 2024
Notification of Awards	14 February 2024
Contract start date (subject to change)	01 July 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 Community Generator Maintenance and Repair 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. 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. The telephone number for each site has been provided. It is the Bidders responsibility to set up an appointment with each House Manager to determine the specific requirements of all aspects of the sites in relation to the service to be provided.

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 five-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,

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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: TAC 011724**
C/O Michael J. Keller, 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 3:00pm 17 January 2024**. Bidders will be asked for an ATTENDEE CODE. Enter 161 679 6704 **followed by the # sign**.

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;

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- 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

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- (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:

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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 Total Annual Cost for all Generator Maintenance and Repair Services. The Estimated Total Annual Cost is to include the cost of furnishing all said services, travel time, mileage, and all other ancillary costs to the satisfaction of the agency and the performance of all work set forth in the specifications. All sites included in the IFB are to be serviced by the bidder who is awarded the contract. Only one contract will be awarded for this IFB. All bids must be submitted on an original Cost Proposal Form (pgs. 30-34). 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 corrected Estimated Total Annual Cost will be calculated using the pricing submitted for Price per Preventative Maintenance per Unit, the Repair Labor Cost per Regular Hour, Off Hour, and Holiday Hour, and Bidder's Percent Markup on Repair Parts. In the event that a Percent Markup on Repair Parts exceeds the cap of 20%, the percentage will be reduced to 20% and the Estimated Total Annual Cost will be recalculated.

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

Residential Generator Maintenance and Repair Services

The following specifications cover Residential Generator Maintenance and Repair Services for OPWDD community sites throughout Columbia, Dutchess, Greene, Putnam, and Ulster counties. Please see Exhibit C - Generator Maintenance and Repair Services – Site List for site listing and addresses.

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

Contractor shall provide generator maintenance and related services. **This is a full maintenance contract to include parts and labor. Emergency response and repair is included. All contract pricing is to include the cost of furnishing all said services, travel time, mileage, and all other ancillary costs to the satisfaction of the agency and the performance of all work set forth in the specifications.**

I. Service Specifications:

Residential Stationary Generator Semi-Annual Preventative Maintenance shall be performed in accordance with Residential Stationary Generator Semi-Annual Preventative Maintenance - Scope of Work Checklist (Exhibit B). Preventative Maintenance services must be performed twice per year within the timeframes: Spring Service: 4/1 - 5/31 and Fall Service: 9/1 - 10/31.

II. Parts Replacement:

All parts required as a result of the periodic maintenance activity identified above shall be included in the Annual Charge. The Contractor must use products and brands according to Manufacturer's specifications. The aforementioned parts that are worn or not in proper operating condition shall be repaired and/or replaced with new parts and/or devices and be noted on the Residential Stationary Generator Semi-Annual Preventative Maintenance – Scope of Work Checklist and Generator Preventative Maintenance Attestation Form (see Section V below).

Notification and cost estimate of needed non-emergency repairs beyond preventative maintenance, when estimated to cost \$1000 and over, must be emailed to Work Control Center Plant Superintendent or designee within one (1) business day for approval prior to making additional repairs. All additional repairs not covered under the preventative maintenance agreement shall be provided at the service contract's markup and labor rate.

The Contractor shall ensure a clean work area upon completion and remove any and all debris from site. Hazardous or regulated waste shall be contained and removed from site in accordance with all applicable laws and regulations.

III. Emergency Repair Service:

1. Contractor shall provide emergency repair service twenty-four (24) hours per day, seven (7) days per week including all Federal Holidays. Contractor will respond to emergencies within four (4) hours

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of receiving notice. All emergency repairs not covered under the preventative maintenance agreement shall be provided at the service contract's markup and labor rate. All emergency repairs must be authorized by Work Control Center.

2. For emergency repair service, neither a minimum hour nor travel charges will be paid. Payment for services shall apply only to the hours of service while at the site and not from the time of departure from the contractor's office to the time of return to the contractor's office. Mobilization charges are not permitted. If Contractor cannot correct the deficiency or replace the part at the time of the emergency service, any return visit shall be paid at the standard hourly rate of service during normal working hours, unless otherwise approved. One billable hour of labor may be charged for any emergency repair/service that takes less than one hour to complete.

IV. Conversion from Portable to Stationary

OPWDD intends to convert the six (6) portable generators located at the Sites listed in Exhibit C – Generator Maintenance and Repair Services Site List – **Sites with Portable Generators to be Converted to Stationary Generators** by March 31, 2025. Once the conversions take place, the Contractor will be notified and agrees to begin Preventative Maintenance services on the units within the timeframes and as defined in the Scope of Work. All service on the converted units will be billed per the contracted rates.

V. Reports:

Complete the following documents and email to the Plant Superintendent within forty-eight (48) hours of preventative maintenance (PM) visit **at each site**:

1. Generator Preventative Maintenance Attestation Form (Exhibit A)
2. Residential Stationary Generator Semi-Annual Preventative Maintenance – Scope of Work Checklist. (Exhibit B)

VI. Working Hours:

The maintenance work to be performed under these specifications shall be performed during regular business hours of 7:30am to 4:00pm, Monday through Friday. All repair work is to be performed during working hours unless specifically authorized in writing by OPWDD. Off hour labor hours are Monday through Friday, 4:01pm to 7:29am and all-day Saturday and Sunday. Holiday labor hours are on the calendar Holiday, not necessarily the observed day. Recognized Holidays are:

New Year's Day
 Birthday of Martin Luther King Jr.
 Washington's Birthday
 Memorial Day
 Juneteenth
 Independence Day
 Labor Day
 Columbus Day
 Veterans Day

Thanksgiving Day
Christmas Day

VII. Accounting:

A. JOB TICKETS

Job Tickets are to be completed at the completion of each service. It is advised that the Job Ticket be a three-part form. House Manager or designee will sign Job Tickets to verify Contractor's time spent on site. The following information is to be recorded on each Job Ticket:

1. The Name of the Site
2. The type of service completed
3. The date of service
4. The hours on site.
5. The Signature of House Manager or designee

One copy of the Job ticket is to remain with the site serviced. In addition, a digital copy of the signed job ticket should be emailed to the Plant Superintendent's Office the within one (1) business day. One copy of the signed Job Ticket is to accompany the invoice for services. The signed ticket acts as verification of time on site, a requirement for payment. One copy is for Contractor's files.

B. PREVAILING WAGE

Prevailing Wages apply to this contract. The PRC number for this contract is PRC# 2023009732. A copy of Contractor's certified payroll is required to be submitted with invoices prior to payment for services rendered.

C. INVOICES

Invoices must be accompanied by an itemized parts receipt from the Contractor so the mark-up can be verified. Invoices must indicate Invoice number, PO# OPD01-, Contract number, the name of the site, the date of service and the type of service rendered. An invoice may be submitted for a single site or multiple sites as long as each site is itemized on the invoice. All invoices must have a signed Job Ticket attached. Invoices are to be submitted for payment within thirty (30) days of service to:

OPWDD Taconic DDSOO
Unit 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>

D. 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 Agency, due to extenuating circumstance. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments.

VIII. Contractor's Liability:

In the event the Contractor fails to provide Generator Maintenance and Repair 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.

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Exhibit A - Generator Preventative Maintenance Attestation Form

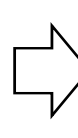
Instructions: This form must be completed by the Vendor on the day Preventative Maintenance is completed at each site as an attestation, **in addition to** any paperwork/form that is completed by your firm, to verify the work has been completed under the Terms and Conditions of the Contract.

Job Site: _____
Generator Model: _____
Generator Serial #: _____
Generator Size: _____

Hour Meter Reading	
Service Date: _____	
Beginning of PM: _____	
End of PM: _____	

Was the generator operational when you arrived to do the PM?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
If no, please explain: _____		

One Hour Load Test			
Start Time:	Actual _____	Meter _____	
End Time:	Actual _____	Meter _____	

 Actual time is required; record meter time as well if

Are there any immediate code issues or violations that need to be addressed?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
If yes, please briefly explain: _____		

Have you identified any specific concerns outside the scope of the Contract?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
If yes, please explain: _____		

Technician's Name: _____ (print)

Signature: _____ Date: _____

A copy of this form must be left on-site when completed and emailed to DDSO Work Control Center Plant Superintendent

Exhibit B - Residential Stationary Generator Semi-Annual Preventative Maintenance – Scope of Work Checklist

NYS OFFICE FOR PEOPLE WITH DEVELOPMENTAL DISABILITIES
Taconic DDSO Work Control Center

This form includes the items which are to be performed by the contracted vendor when listed as required during each Residential Stationary Generator PM over the life of the contract.

Job Site and Address:

_____ (print)

Generator Model/size _____ **Generator Serial #** _____

Service Date _____

Perform operational inspection of the generator set to insure it is ready to operate and carry the load when required.

Manually start generator and run three to five minutes/ stop and check all fluid levels – check engine oil level; note level/coolant, etc.

Test engine protective and automatic shutdown devices, list findings:

Clean oil cooler, if applicable.

At initial preventive maintenance service (Spring, first year of contract) flush the radiator and cooling system, change coolant and document the type of coolant used.

At the beginning of the 4th year of the preventive maintenance agreement (Spring) flush the radiator and cooling system, change coolant and document the type of coolant used.

Check engine coolant thermal protection level/adjust as necessary operating in a cold weather environment at each subsequent Spring and Fall preventive maintenance visit.

Check the fuel delivery system and tighten connections as necessary.

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Replace fuel filter in Spring. Bleed fuel system where applicable.

Check gas pressure and pressure regulators for proper operation. If the generator system runs off Liquid Propane Gas (LPG), check and document the percentage of LPG in the storage vessel.

Check and clean air inlets and outlets and vacuum clean the interior of the generator cabinet.

Check and clean the battery posts, cables and charger for loose connections, corrosion and proper operation. Correct as necessary.

Check the battery electrolyte level and adjust. Each unit (unless OPWDD notifies Contractor that it is a new unit) will have the battery replaced in the first year of the contract. OPWDD will notify the Contractor of any newly installed generators and those generators will not have the battery automatically replaced in the first year of the contract. Document the type of battery.

Check the unit's wiring for loose connections, corrosion and damage. Correct as necessary.

Adjust frequency (Hertz) to correct no-load setting. Check no-load voltage and adjust voltage regulator if necessary.

Check the engine accessory drive belts for wear, weather cracking and damage. Replace as necessary.

Visually inspect the unit looking for any leaks, wear or damage, loose connections or components and corrosion. Correct minor issues as necessary and immediately advise the appropriate DDSO Work Control Center Representative via phone call and email of any issues discovered.

Change oil and oil filter and service engine during Spring PM. Run the generator manually for 5 minutes stop and check engine oil level. Document and take corrective action if needed.

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Replace air filter every Spring.

Check engine spark plugs on gas engine driven units. Replace once annually in Spring PM. Clean and re-gap in Fall PM.

On generators with spark arrestors, spark arrestors shall be removed, cleaned and reinstalled.

Check the engine and automatic transfer system safety devices. Correct and adjust as needed.

Control panels, transfer switches shall be inspected for vermin/insect nesting or damage. Vendor shall remove any infestation and perform minor repairs associated with these conditions.

Initiate an automatic start and transfer of the unit to full rated load (make sure major electric equipment, Air Conditioning, one stove oven element with two burners, electric dryer, if applicable, interior/exterior lights on). Exercise the generator for at least one (1) hour looking for leaks, loose connections, or components and abnormal operating conditions. Document via electronic meter the AMPs and Voltage output readings of the generator.

Test Battery and log charging voltage, where applicable.

Check and document engine oil level again.

Check units winterization kit to ensure that it is operational (block heater running on the operational thermostat set at 45 degrees F. Test and ensure that the battery trickle charger is operational and able to maintain the battery.

Return the unit to standby set-up for operation when finished.

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Exhibit C – Generator Maintenance and Repair Services Site List

Sites with Stationary Generators								
COUNTY	Facility Name	ADDRESS	City, State, Zip	PHONE	Make	Model	TYPE	KW
Columbia	Valatie North IRA	9 Independence Way	Valatie NY 12184	518-784-3443	Generac	QT05554AVANH	Propane	55KW
Columbia	Valatie South IRA	10 Independence Way	Valatie, NY 12184	518-784-3444	Generac	QT05554AVANH	Propane	55KW
Columbia	County Route 19 (Elizaville)	1743 Ct. Rt. 19	Red Hook, NY 12571	845-756-3313	Generac	RG02515ANAX	Propane	25KW
Dutchess	Beekman IRA	763 Beekman Road	Hopewell Jct., NY 12533	845-226-3584	Generac	QT02524	Propane	25KW
Dutchess	Belpark IRA	26 Greentree North	Hyde Park, NY 12538	845-229-6841	Generac	G00770381	Propane	20KW
Dutchess	Camby Road IRA	859 Camby Road	Millbrook, NY 12545	845-677-6937	Generac	58840	Propane	14KW
Dutchess	Clinton Hollow	232 Clinton Hollow Road	Salt Point, NY 12578	845-266-3606	Generac Guardian	G007290	Propane	24KW
Dutchess	Clove Valley IRA	1489 Clove Valley	LaGrangeville, NY 12540	845-724-3657	Generac	QT04854ANAX	Propane	48KW
Dutchess	Bykenhulle IRA	7 Bykenhulle Road	Hopewell Jct., NY 12533	845-227-1425	Generac	QT03624ANAX	Propane	36KW
Dutchess	Depot Hill IRA	36 Depot Hill Road	Amenia, NY 12501	845-373-8739	Generac Guardian	7260	Propane	25KW
Dutchess	Diddell Road IRA	310 Diddell Road	Poughkeepsie, NY 12603	845-485-4836	Generac	58840	Propane	14KW
Dutchess	Dover IRA	3292 Route 22	Dover Plains, NY 12522	845-877-9249	Generac	RG02515ANAX	Propane	25KW
Dutchess	East Duncan Hill IRA	185 Duncan Hill Road	Dover Plains, NY 12522	845-832-3196	Generac	58840	Propane	14KW
Dutchess	Evergreen IRA	107 Spruce Lane	Clinton Corners, NY 12514	845-266-4535	Generac	QT02724ANAX	Propane	27KW
Dutchess	Gardner Hollow IRA	341 Gardner Hollow	Poughquag, NY 12570	845-724-4139	Generac	QT02524ANAX	Propane	25 KW
Dutchess	Heaney IRA	23 Heaney Road	Beacon, NY 12508	845-831-0401	Generac	RG02224ANAX	Natural Gas	22KW
Dutchess	Heritage	51 Sinpatch Rd	Wassaic NY 12592	845-877-3109	Generac	58840	Propane	14KW
Dutchess	Hillis Terrace IRA	81 Hillis Terrace	Poughkeepsie, NY 12603	845-463-0116	Generac	G0072101	Propane	24KW
Dutchess	Ludlow Woods IRA	259 Ludlow Woods Road	Stanfordville, NY 12581	845-868-1456	Generac	QT02524ANAN	Propane	25KW
Dutchess	Mallory IRA	266 Mallory Road	Verbank, NY 12585	845-677-3477	Generac	RG03624ANAX	Propane	36KW
Dutchess	Maple ICF	42 Sinpatch Road	Wassaic, NY 12592	845-877-6126	Generac	QT02224ANAX	Propane	25KW
Dutchess	Mayflower IRA	55 Mayflower Road	Dover Plains, NY 12522	845-832-3745	Generac	QT02724ANAX	Propane	27KW
Dutchess	McCarthy IRA	20 McCarthy Road	Dover Plains, NY 12522	845-877-3593	Generac	58840	Propane	14KW
Dutchess	Meadow Lane IRA	6 Meadow Lane	Millerton, NY 12546	518-789-6901	Generac	RG02224ANAX	Propane	22KW
Dutchess	Mistler ICF	18 Sinpatch Rd	Wassaic, NY 12592	845-877-6618	Generac	55251	Propane	20KW
Dutchess	Old Route 9 IRA	130 Old Route 9	Fishkill, NY 12524	845-897-3306	Dayton	5JJ84A	Propane	10KW
Dutchess	Orchard ICF	22 Sinpatch Rd	Wassaic, NY 12592	845-877-3785	Generac Guardian	58871	Propane	20KW
Dutchess	Pawling Day Hab	43 Overlook Drive	Pawling, NY 12564	845-855-3598	Generac	RG04854ANAX	Propane	48KW
Dutchess	Pryor ICF	19 Sinpatch Road	Wassaic, NY 12592	845-877-6885	Generac	58840	Propane	14KW

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Exhibit C – Generator Maintenance and Repair Services Site List (Continued)

Sites with Stationary Generators								
COUNTY	Facility Name	ADDRESS	City, State, Zip	PHONE	Make	Model	TYPE	KW
Dutchess	Quarry Hill IRA	19 Quarry Hill Road	Millerton, NY 12546	518-789-6877	Generac	QT03624ANAX	Propane	36KW
Dutchess	Queen Anne IRA	49 Queen Anne Lane	Wappingers Falls, NY 12590	845-226-7718	Generac	58840	Propane	14KW
Dutchess	River Road IRA	15 River Road	Pawling, NY 12564	845-855-5490	Generac	58841	Propane	14KW
Dutchess	Riverview	55 Sinpatch Rd	Wassaic, NY 12592	845-877-6474	Generac	58840	Propane	14KW
Dutchess	Route 44 IRA / Millbrook IRA	4093 Route 82	Millbrook, NY 12545	845-677-0126	Generac	RG02515ANAX	Propane	25KW
Dutchess	Route 55 IRA	6946 Route 55	Wingdale, NY 12594	845-832-3681	Generac Guardian	58840	Propane	14KW
Dutchess	Route 82 IRA	1468 Route 82	Hopewell Jct., NY 12533	845-226-6765	Generac	58840	Propane	14KW
Dutchess	Rudd Pond IRA	123 Rudd Pond Road	Millerton, NY 12546	518-789-6963	Generac	QT02224ANAX	Propane	22KW
Dutchess	Schultz Hill	167 Schultz Hill	Staatsburg, NY 12580	845-876-9655	Generac Centurian	5228	Propane	20KW
Dutchess	Sleight Plass IRA	230 Sleight Plass Road	Pleasant Valley, NY 12569	845-485-4713	Kohler	40REOZJC	Diesel	20KW
Dutchess	South Avenue IRA	2543 South Avenue	Wappingers Falls, NY 12590	845-296-0652	Generac	58841	Propane	14KW
Dutchess	Spruce IRA	66 Sinpatch Rd	Wassaic, NY 12592	845-877-3438	Generac	RG03015ANAX	Propane	30KW
Dutchess	Verbank IRA	90 Verbank Club Road	Verbank, NY 12585	845-677-8879	Generac	RG03624ANAX	Propane	36KW
Dutchess	North Mesier IRA	57 North Mesier Avenue	Wappingers Falls, NY 12590	845-297-3265	Generac	QT03624ANAX	Propane	36KW
Dutchess	Nine Partners IRA	171 Nine Partners Lane	Millbrook, NY 12545	845-677-9691	Generac Guardian	58841	Propane	14KW
Greene	Malmstrom IRA	P.O. Box 593 (25 Malstrom Drive)	Cairo, NY 12413	518-622-2951	Generac	RG03624ANAX	Propane	36KW
Greene	Olivette IRA	3 Olivett Lane	Athens, NY 12015	518-945-1950	Generac Guardian	SG0047260	Propane	25KW
Greene	Route 23B IRA	707 Route 23B, PO Box 696 (707 Main St)	Cairo, NY 12413	518-622-2863	Generac	RG03015ANAX	Propane	30KW
Greene	Woodland IRA	92 Woodland Avenue	Catskill, NY 12414	518-943-9390	Generac Guardian	52411	Propane	10KW
Putnam	Belden IRA	21 Belden Road	Carmel, NY 10512	845-228-1647	Generac	QT02224ANAX	Propane	22KW
Putnam	Deer Hill IRA	25 Deer Hill Court	Carmel, NY 10512	845-225-5271	Generac	QT02224ANAX	Propane	22KW
Putnam	Fowler IRA	348 Dennytown Road	Putnam Valley, NY 10579	845-528-3816	Guardian	RG02515ANAX	Propane	25KW
Putnam	Marlin IRA	7 Marlin Drive	Brewster, NY 10509	845-279-9437	Generac	RG02515ANAX	Propane	25KW
Putnam	Mechanic Street IRA	17 Mechanic Street	Carmel, NY 10512	845-228-1047	Generac Centurian	52281	Propane	20KW
Putnam	South Quaker IRA	127 South Quaker Hill	Patterson, NY 12563	845-878-6237	Generac	QT02224ANAX	Propane	22KW
Putnam	Stagecoach IRA	198 Stagecoach Road	Patterson, NY 12563	845-878-3071	Generac	RG03015ANAX	Propane	30KW
Putnam	Stepping Stone IRA	345 Route 301	Cold Spring, NY 10516	845-265-4665	Generac	53240	Propane	25KW
Ulster	Elwyn Lane IRA	10 Elwyn Lane	Woodstock, NY 12498	845-679-3022	Generac Centurian	5228	Propane	20KW

Invitation for Bid

Exhibit C – Generator Maintenance and Repair Services Site List (Continued)

Sites with Stationary Generators								
COUNTY	Facility Name	ADDRESS	City, State, Zip	PHONE	Make	Model	TYPE	KW
Ulster	Granite IRA	11 Perry Hill Road	Kingston, NY 12401	845-338-7510	Generac Centurian	5228	Natural Gas	25KW
Ulster	Highland IRA	48 Philips Avenue	Highland, NY 12528	845-691-2320	Generac	58841	Propane	14KW
Ulster	Livingston Court IRA	5 Livingston Court	Woodstock, NY 12498	845-679-5960	Generac	QT02524	Propane	25KW
Ulster	Malden IRA (Temporarily Closed)	3895 Route 9W	Saugerties, NY 12477	845-246-3819 (Call Work Control – 845-877-6821 Ext.3295)	Generac	RG02515ANAX	Propane	25KW
Ulster	Marakill IRA	487 Route 299 West	Gardiner, NY 12561	845-255-8155	Generac	RG03624ANAX	Propane	36KW
Ulster	Marbletown IRA	Box 4220, Route 209 (4220, Rt 209)	Stone Ridge, NY 12484	845-687-2046	Generac	RG02515ANAX	Propane	25KW
Ulster	Neighborhood Road	795 Neighborhood Road	Lake Katrine, NY 12449	845-336-5687	Dayton	4LM38B	Propane	20KW
Ulster	North Ohioville Ira	656 North Ohioville Road	New Paltz, NY 12561	845-255-8701	Generac	QT02524ANAN	Propane	25KW
Ulster	Route 32A IRA	36, Route 32A	Saugerties, NY 12477	518-678-6236	Generac	QT02524	Propane	25KW
Ulster	Ulster Day Program	607 Broadway	Kingston, NY 12401	845-338-0310	Generac	40LM	Propane	40KW
Ulster	Vincent IRA	265 Hawley Corners Rd.	Highland, NY 12528	845-691-6699	Generac	QT0485ANAX	Propane	48KW
Ulster	Hawley Corners Warehouse	265 Hawley Corners Rd.	Highland, NY 12528	845-691-7790	Generator is shared with Vincent IRA			
Ulster	Witchtree IRA	40 Witchtree Road	Woodstock, NY 12498	845-679-2615	Dayton	4LM38B	Propane	20KW
Sites with Portable Generators to be Converted to Stationary								
COUNTY	Facility Name	ADDRESS	City, State, Zip	PHONE	Make	Model	TYPE	KW
Dutchess	Cove Road IRA	7 Cove Road	Rhinebeck, NY 12572	845-876-5283				
Dutchess	Elizabeth Street IRA	8 Elizabeth Drive	Tivoli, NY 12583	845-757-3317				
Dutchess	Old Farms IRA	47 Old Farms Road	Poughkeepsie, NY 12603	845-463-4402				
Dutchess	Wayne Drive IRA	22 Wayne Drive	Poughkeepsie, NY 12601	845-462-8738				
Ulster	Gabriety IRA	37 Gabriety Road	Highland, NY 12528	845-691-3731				
Ulster	South Chodikee IRA	102 South Chodikee Lake Rd	Highland, NY 12528	845-691-7145				

Cost Proposal Form

Directions: Please fill in a company name at the bottom of each page of the Cost Proposal Form. Be sure to include the **Signature Page** with your submission. All parts of the Cost Proposal Form are to be completed in their entirety. Bidders must be able to service Stationary Generators at ALL sites listed in: Exhibit C – Generator Maintenance and Repair Services Site List and perform all services as specified in the Scope of Work. The Estimated Total Annual Cost is to include the cost of furnishing all said services, travel time, mileage, and all other ancillary costs to the satisfaction of the agency and the performance of all work set forth in the specifications. Do not leave any of the parts of the Cost Proposal Form blank and do not alter the Cost Proposal Form in any way, or your bid may be disqualified. Any mathematical errors will be corrected based on the amounts entered in column B of each part of the Cost Proposal Form. Please see **Evaluation Criteria: Method of Award** for more information. See directions for each part I - III, of the Cost Proposal Form below.

Part I. Annual Cost for Preventative Maintenance – Stationary Generators

Enter your Cost per Preventative Maintenance per Unit in column B. Multiply your Cost in column B by the Qty. of Units in column C. Then multiply times the Events per Year in column D to determine your Total Annual Cost for Preventative Maintenance – Stationary Generators for part I.

Part II. Estimated Annual Cost for Miscellaneous and Emergency Repair/Service Labor

Enter your Repair Labor Cost per Regular Hour in column B. Multiply your Cost in column B by the Estimated Annual # of Repair Labor Regular Hours in column C to determine your Estimated Annual Cost for Repair Labor Regular Hours in column D. Next, enter your Repair Labor Cost per Off Hour in column B. Multiply your Cost in column B by the Estimated Annual # of Repair Labor Off Hours in column C to determine your Estimated Annual Cost for Repair Labor Off Hours in column D. Next, enter your Repair Labor Cost per Holiday Hour in column B. Multiply your Cost in column B by the Estimated Annual # of Repair Labor Holiday Hours in column C to determine your Estimated Annual Cost for Repair Labor Holiday Hours in column D. Total column D to arrive at your Estimated Total Annual Cost for all Repair/Service Labor for part II.

Part III. Estimated Annual Cost for Repair Parts

Enter your Percent Markup on Repair Parts (max. 20%) in column B. Multiply the percent entered in column B times the Estimated Annual Cost for Repair Parts in column C to determine the estimated dollar amount of the parts markup for column D ($D = B \times C$). Add your Estimated Total Annual Cost for Repair Parts Markup (dollar amount) in column D to the Estimated Annual Cost for Repair Parts in column C ($D + \$5,500.00$) to arrive at the Estimated Total Annual Cost for all Repair Parts for part III.

Part IV. Estimated Total Annual Cost

Add the sum of all parts I, II, III.

Part I.

I. Annual Cost for Preventative Maintenance – Stationary Generators (Two Events per Year)				
A	B	C	D	E = (B x C x D)
Equipment	Cost per Preventative Maintenance per Unit	Qty. of Units	Events per Year	Total Annual Cost for Preventative Maintenance
All Stationary Generators in Site List	\$ _____	69	2	\$ _____ I. Total Annual Cost for All Preventative Maintenance

Name of Company:

Invitation for Bid

Part II.

II. Estimated Annual Cost for Miscellaneous and Emergency Repair/Service Labor			
A	B	C	D = (B x C)
Equipment	Repair Labor Cost per Regular Hour	Estimated Annual # of Repair Labor Regular Hours	Estimated Annual Cost for Repair Labor Regular Hours
All Stationary Generators in Site List	\$	120	\$
	Repair Labor Cost per Off Hour	Estimated Annual # of Repair Labor Off Hours	Estimated Annual Cost for Repair Labor Off Hours
	\$	16	\$
	Repair Labor Cost per Holiday Hour	Estimated Annual # of Repair Labor Holiday Hours	Estimated Annual Cost for Repair Labor Holiday Hours
	\$	16	\$
			\$ _____ II. Estimated Total Annual Cost for all Repair/Service Labor (= Total of Above)

Name of Company:

Part III.

III. Estimated Annual Cost for Repair Parts			
A	B	C	D = (B x C)
Equipment	Percent Markup on Repair Parts (max. 20%)	Estimated Annual Cost for Repair Parts	Estimated Total Annual Cost for Repair Parts Markup
All Stationary Generators in Site List	_____ %	\$5,500	\$ _____ = (%markup x \$5,500)
			\$ _____ III. Estimated Total Annual Cost for all Repair Parts = D + \$5,500.00

Part IV.

Estimated Total Annual Cost:

\$ _____

IV. Sum of all Parts I, II, and III

Name of Company: _____

Signature Page

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:

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.