



**Office for People With  
Developmental Disabilities**

**KATHY HOCHUL**  
Governor

**KERRI E. NEIFELD**  
Commissioner

**ROGER BEARDEN, J.D.**  
Executive Deputy Commissioner

**OPWDD Contract Management Unit  
on behalf of:**

**Taconic Developmental Disabilities State  
Operations Office**

**2023-2028 Community Wastewater Treatment,  
Testing, and Maintenance in Columbia,  
Dutchess, Greene, Putnam, and Ulster  
Counties**

**IFB TAC 120822**

**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

Keith Ryer, CMS 1 for  
 Laura Pushkarsh, CMS 2  
 OPWDD Contract Management Unit  
 26 Center Circle  
 Wassaic, New York 12592-2637  
 Phone: 845-877-6821 x3321      Fax: 845-877-3004  
[eny.nyc.li.contracthub@opwdd.ny.gov](mailto:eny.nyc.li.contracthub@opwdd.ny.gov)

## 3. Timetable of Proposal Due Dates

IFB Release Date	27 October 2022
<b>Mandatory Pre-Bid Conference Call*</b>	<b>10:00am 09 November 2022</b>
Final Date for Receipt of Questions	15 November 2022
Official Responses to Questions By	22 November 2022
<b>Proposal Due Date – Bid Opening**</b>	<b>2:00pm 08 December 2022</b>
Evaluation & Selection	22 December 2022
Notification of Awards	22 December 2022
Contract start date (subject to change)	01 February 2023

\*Please see page 4, Section 6 for more details on the Mandatory Pre-Bid Conference Call

\*\*Bid Opening to be via Web Ex, not in person. Please see page 7, 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 Wastewater Treatment, Testing, and Maintenance for OPWDD sites, according to the specifications, terms, and conditions as enumerated in "Scope of Work" of this IFB.

#### 6. Site Inspections and Mandatory Pre-Bid Conference Call

OPWDD facilities are occupied by a developmentally disabled population, including some individuals who are medically and physically disabled, as well as some who are confined to wheelchairs. **There will be a MANDATORY PRE- BID CONFERENCE CALL at 10:00am on Wednesday, November 9, 2022 to discuss service requirements and expectations of Contractors that provide service at OPWDD sites. Attendance at the Mandatory Pre-Bid Conference Call will be a requirement for bidding.**

The conference call will begin promptly at 10:00am and attendance will be taken beginning at 10:05am. Contractors who are not on the conference call by the end of roll call may not be eligible to place a bid. Pre-registration is strongly recommended to facilitate the attendance taking process. Roll call will begin with pre-registered attendees and then be opened up to all others. Attendees who have not pre-registered will be asked to state their name, what company they represent, and their phone number.

To pre-register, please send an email stating the name of the person who will be attending the conference call, your company name, and your contact information (phone number and email address) to [keith.x.ryer@opwdd.ny.gov](mailto:keith.x.ryer@opwdd.ny.gov) AND [eny.nyc.li.contracthub@opwdd.ny.gov](mailto:eny.nyc.li.contracthub@opwdd.ny.gov) by 11:59 pm, Tuesday, November 8, 2022. If you do not have access to email, you may call (845) 877-6821 ext. 3321 and leave a message with the same information and criteria as detailed above.

The Mandatory Conference Call will be done via Web Ex and can be joined by either clicking the link below:

<https://meetny.webex.com/meetny/onstage/g.php?MTID=eb3ba4365f7a83f6019a9a32086a7384c>

Or by calling 1-518-549-0500 and entering the following **Meeting Number/Access Code, 161 686 0878 followed by the # sign**. It is strongly recommended that you join the conference call **five to ten minutes before** the actual start time to ensure you are present for the roll call.

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/](http://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.

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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 120822**  
C/O Keith Ryer, CMS1  
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 2:00pm 08 December 2022**. Bidders will be asked for an ATTENDEE CODE. Enter **161 929 4314 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 Laura Pushkarsh, CMS 2, [Laura.x.Pushkarsh@opwdd.ny.gov](mailto:Laura.x.Pushkarsh@opwdd.ny.gov). 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 & Submissions'** of this solicitation. Questions that are emailed must be submitted via email address to [eny.nyc.li.contracthub@opwdd.ny.gov](mailto: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 & Submissions'**, of such



error and request clarification, correction or modification to this document via email address [eny.nyc.li.contracthub@opwdd.ny.gov](mailto: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;

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- 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, 3<sup>rd</sup> 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

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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](http://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

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**Invitation for Bid**

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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

**OPWDD will select the responsible and responsive Bidder that will provide the lowest Grand Total Estimated Combined Cost. One award will be made. A Bidder must bid on every type of treatment system and every site within each system in order for their bid to be considered.**

**Labor Hours needed and Materials Costs listed are based on estimates. There is no guarantee as to a minimum of labor hours or replacement parts. Payment will be made based on actual services rendered.**

**Should mathematical errors be made by the Bidder when calculating the Grand Total Estimated Combined Cost, the figures for Annual Cost of Treatment, Testing, and PM for each site, Hourly Rate, and Bidder’s Mark-Up % will be used to calculate final bid totals.**

**Alterations to the Cost Proposal Form may result in disqualification. OPWDD reserves the right to reject any and all offers. Only proposals judged to be responsive to the submission requirements set forth in this IFB will be evaluated.**

**In the event of a tie bid, the award will be made by random selection.**

## Qualifications & Scope of Work

### Community Wastewater Treatment, Testing, and Maintenance

The following specifications cover Community Wastewater Treatment and Maintenance Services for OPWDD community sites throughout Columbia, Dutchess, Greene, Putnam, and Ulster Counties. Please see Exhibit A: Site Listing for contact information with addresses, telephone numbers, and equipment information.

The Contractor will provide monitoring and maintenance for community wastewater treatment facilities comprising of basic service and preventive maintenance. This includes, but is not limited to, the furnishing of all chemicals, supplies, equipment, materials, tools, instruments, and labor necessary or advisable for the operation of facilities. The safety of the water treatment plants is the responsibility of the Contractor.

The Contractor will consult with regulatory agencies, including the New York State Department of Environmental Conservation (NYSDEC), New York State Department of Health (NYSDOH), and the respective county health departments with respect to the operation of the wastewater treatment facilities. This includes attending any meetings with these agencies. It is the responsibility of the Contractor to apprise the Plant Superintendent (PS) or their designee of all findings. The Contractor will notify the PS or designee of any scheduled or unscheduled inspections by a regulating agency and Contractor will be present during these inspections. Fines levied by any regulating agency due to Contractors' negligence will be the responsibility of the Contractor. It is the responsibility of the Contractor to file all reports with all regulating agencies as required. The PS or designee must be included in all communications with regulating agencies.

#### I. AGENCY REPRESENTATIVE

The PS or their designee is OPWDD's representative in monitoring and certifying as to the receipt of services rendered under the contract. Any changes to the existing operation of the wastewater treatment facilities must first be approved in writing by the PS or designee before implementation. The PS and any designee will have the following scope and limitations of authority:

- A. Place oral and or written orders for services not to exceed those required under the contract.
- B. Certify acceptance of services rendered in accordance with the contract requirements.
- C. Furnish technical guidance and advice and monitor services performed under this contract.
- D. PS or designee is the primary point of contact for reporting any deficiencies in performance, quality of service, safety practices, and questions on contract performance or suspensions of work.
- E. Certify contractor invoices for payment of services rendered in accordance with the contract terms.

## II. FACILITIES

The Contractor will operate on-site wastewater treatment facilities as established by OPWDD.

- A. OPWDD will make adequate space available for the Contractor at no charge to the Contractor.
- B. OPWDD will not provide cleaning services or outside phone access.
- C. The Contractor must maintain a neat, orderly, and clean condition in the space provided by OPWDD to the satisfaction of the PS or designee. Any debris generated by the Contractor in the performance of services is to be removed by the Contractor. Space provided is subject to inspection.

## III. EQUIPMENT

- A. Equipment covered by this Agreement will be in good and maintainable operating condition. Equipment is subject to inspection of the Contractor in order to determine that the equipment is in good and maintainable operating condition.
  - 1. OPWDD will provide the Contractor with full and free access to the equipment.
  - 2. All documentation and records relating to the equipment and plant will be made available to the Contractor for inspection prior to the commencement of services under this agreement.
  - 3. OPWDD will supply the Contractor, upon request, all technical or other manuals, documents, plans, specifications or other materials necessary to the operation of the equipment and will supply and deliver to the Contractor all upgrades, addenda, and additions to such materials.
- B. The Contractor may store equipment parts inventory either on OPWDD premises in a secured area at no cost to OPWDD, or at the Contractor's location as long as the Contractor's location is within fifty (50) miles of the premises.
  - 1. OPWDD assumes no responsibility or liability for loss of any inventory where OPWDD provides the Contractor with storage space on the premises.
  - 2. The Contractor agrees to administer the equipment parts inventory at the Contractor's own risk and at no additional cost to the OPWDD.

## IV. SERVICES

The Contractor will manage process control for effective operation and maintenance of the wastewater treatment facilities by developing and implementing an operation and record system. The Contractor

will be available to provide service 7 days per week (including New York State legal holidays as defined below in section B. "Working Hours", 24 hours per day. OPWDD will provide the Contractor with immediate equipment access to perform all necessary service.

- A. **BASIC SERVICE:** Contractor will perform the basic operational services with each type of facility including testing/monitoring, as appropriate. For the two (2) Rotor Disk facilities, Wastewater Plant Operator(s) will possess a "**Grade 2 Certificate**," providing daily testing/monitoring and routine operation and maintenance procedures, at a minimum. Basic Service is to include monitoring and preventive maintenance as set forth in section E. 1., "Monitoring and Preventive Maintenance".
- B. **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 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:
1. New Year's Day
  2. Birthday of Martin Luther King Jr.
  3. Washington's Birthday
  4. Memorial Day
  5. Juneteenth
  6. Independence Day
  7. Labor Day
  8. Columbus Day
  9. Veterans Day
  10. Thanksgiving Day
  11. Christmas Day
- C. **EMERGENCY SERVICE:** The Contractor will provide emergency on-call service for the operation of the wastewater treatment facilities. Response time is not to exceed 2 hours regardless of the day of the week or time of day. The Contractor will identify any significant concerns with the wastewater treatment facilities and provide recommendations on how to remedy the situation within 48 hours. Emergency concerns will be reported immediately to the PS or designee. If the PS or designee needs to be contacted after hours from 4:01pm to 7:29am on weekdays, or on weekends/holidays, Contractor is to contact the Maintenance Supervisor on Call. A list of names and numbers will be provided to the Contractor. Contractor will submit the name of a contact person and make all arrangements for its maintenance personnel to receive notification.
- D. **REPORTS:** The Contractor will certify and sign all operation reports.
1. The Contractor will record information as required for the reports of the wastewater treatment facilities that correspond to the monitoring/inspection timeframes.

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2. The Contractor will provide **monthly** written operation reports in spreadsheet form to the PS or designee. These reports should show, at a minimum, the following:
    - sites inspected
    - equipment needing maintenance
    - equipment that was replaced
    - operational issues (in order to inform the PS or designee of these conditions)
    - pending potential problems
  3. The Contractor will provide **monthly** reports for those sites where SPDES permits are required (Marakill IRA and Vincent IRA). Submit said forms to OPWDD and other agencies as required. **Copies of these reports are to be submitted to the PS or designee before the 10th of each month. This is a requirement for the payment process. Contractor is to maintain copies of each report for seven (7) years.**
  4. The Contractor will provide to the PS or designee a **3 month** signed sheet showing all preventive maintenance measures performed on all units.
  5. The Contractor will submit an **annual** written report summarizing the past year's performance and operation of each wastewater treatment facility on the anniversary date of the contract. The report is to be delivered to the PS or designee. For this contract, each site/location is to be treated as a separate wastewater treatment facility.
  6. Upon award of this contract, Contractor will provide OPWDD an example of the monitoring and inspection operational report referred to in item 2 immediately above for **each type** (Pump Station/Chromoglass/Rotor Disk) of wastewater treatment facility. Contractor will modify report as deemed necessary by the PS or designee.
- E. **MAINTENANCE:** The Contractor will perform maintenance 7 days per week (including New York State legal holidays), 24 hours per day. Any cost of monitoring and preventive maintenance is to be included with basic service as described above in Section A. OPWDD will provide the Contractor with immediate access to the equipment to perform all necessary maintenance. This service includes the following:

1. **Monitoring and Preventive Maintenance**

The Contractor will perform monitoring and preventive maintenance for each unit based upon its specific needs. There are scheduled preventive maintenance requirements listed in each operator/service manual for each piece of equipment. The Contractor will be responsible for supplying the labor and materials to perform the required monitoring and preventive maintenance. If a component or piece of equipment is not addressed in a particular operator/service manual, then the manufacturer's recommendations will prevail. The Contractor will provide to OPWDD a comprehensive report of services scheduled to be provided in the preventive maintenance program for each system. Preventive maintenance is not limited to, but will include, as applicable:

- (a) greasing gears, chains, fittings, tracks
- (b) changing oil

- (c) lubricating
- (d) adjusting clearances on all moving parts as recommended by the manufacturer

## 2. **Maintenance and Repair**

The Contractor will perform maintenance of equipment; equipment includes all equipment associated with the water treatment facilities as appropriate. OPWDD will provide the Contractor with immediate access to the equipment to perform all necessary maintenance. The Contractor will maintain and update all documents necessary to the operation of the equipment. Repairs include maintenance, plumbing, and electrical repairs.

For maintenance and repair service, neither a minimum of hours 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. 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.

All non-scheduled maintenance will require prior approval by the PS or designee. Proof of cost for all parts and labor must be provided. OPWDD will not be responsible to reimburse Contractor for costs of tax, freight, shipping or handling fees.

Unless otherwise approved by OPWDD, the Contractor must notify PS or designee at least two business days in advance before any service that requires access to the interior of the home. OPWDD will supply a list of vacant homes to the Contractor.

- F. **MAINTENANCE PROCEDURES:** Listed below are typical manufacturers' maintenance procedures. They are not all-inclusive. It is expected that a contractor will spend no less than 1.5 to 2 hours at each location performing the work associated with the maintenance specification.

### 1. **Multi-Flow at South Quaker IRA**

Turn the main power switch to "OFF" before servicing the pump, fan, electrical panel box. All maintenance personnel should be advised that sewage gases are toxic and explosive.

**NOTE:** When any operations are carried out on the primary tank, observe all necessary precautions. Prohibit smoking and any open flames. Do not enter the tank unless first ventilated. Proper enclosed space entry and rescue techniques must be adhered to and employed.

**STANDARD QUARTERLY MAINTENANCE:***Three (3) month and nine (9) month Maintenance:*

- (a) Check pumps and fan operation visually and adjust if necessary.
- (b) Check and clear spray nozzle and/or distributor openings where necessary.
- (c) Check condition of biomass and media bed.
- (d) Check clarity and odor of final effluent.
- (e) Verify accuracy of timers on control panel through two (2) complete dosing cycles.
- (f) Adjust irrigation rate as needed.
- (g) Check control panel.
- (h) Lubricate fan module.

*Six (6) month and twelve (12) month maintenance:*

- (a) Carry out items (a) through (h) listed above in the "Three (3) and nine (9) month Maintenance" procedures.
- (b) Switch power OFF. Remove irrigation pump and delivery pipe. Check the intake slots pipe and electrical connections and adjust where necessary.
- (c) Inspect sludge return line and recycle pump to insure proper performance. Check accuracy of timer through one (1) recycle period.
- (d) Check the sump of the Bioclere to ensure that inadvertent accumulations of sludge have not formed.
- (e) Verify accuracy of thermostat.

**2. Chromoglass Models**

Servicing will be performed as follows:

- (a) **6-8 weeks:** Inspect for proper functioning of pump, control, and alarm. Clean interior tank walls, screen, and floats as necessary. Perform solids settling test with 1,000 mL sedimentation cone. The required duration for this settling test is 30 minutes. When greater than 450 mL of solids settle the unit should be pumped. It is recommended that the unit be allowed to fill to its highwater level elevation and settle for 30 minutes prior to wasting the solids. In this manner, considerable liquid will remain in the unit to guard against flotation.
- (b) **3 months:** Septic Tank – Inspect and notify the PS or designee when pumping of system is needed.
- (c) **3 months:** Distribution Box – Inspect for equal distribution and clarity of effluent.

**3. Pump Stations**

- (a) Access each pump station thru the access hatch/manhole to determine effluent level inside the pump chamber.



- (b) Where one or more effluent pumps are installed, operate the electrical controls individually to determine if each pump is operating properly. If a determination is made that an effluent pump is not operating properly, the pump will be removed from the pump station and a determination made of the cause of the failure. If the pump no longer operates, the contractor will notify the PS or designee and provide a cost proposal to replace the pump with a new one. If the pump station has only one effluent pump, replacement must be reported to the PS or designee immediately. Authorization will be given immediately to replace the pump; at which time the contractor will have the pump replaced. At no time will the contractor leave a condition where the septic system will back up into the home.
- (c) Observe the interior condition of the pump station. If the pump station needs to be pumped out, notify the PS or designee, who will make arrangements to have the pump station pumped out. If a condition warrants further investigation, or is clearly out of the ordinary, the PS or designee will be notified at which point direction will be provided.
- (d) Hose down the interior of the pump station to better determine conditions of the interior of the pump station, pumps, piping, and wiring. All repairs are the responsibility of the contractor and will fall under maintenance for purposes of this section. Repairs include maintenance, plumbing, and electrical repairs.
- (e) Observe the wiring/conduit/controls/control panels/floats that operate the pump station to ensure all are working properly. Contractor will be responsible for normal wear and tear maintenance, cleaning, and repairs to these items. Conditions that warrant replacement of parts will be directed to the PS or designee for direction and resolution.

***Dosing Chamber Inspection and Maintenance:***

- 1.) Access the dosing chamber through the access hatch/manhole and observe the interior of the chamber.
- 2.) When necessary, hose down the dosing bell and associated piping to determine existing conditions. Minor repairs to this equipment are the contractors' responsibility.
- 3.) If the dosing chamber is not operating properly and needs to be pumped out, notify the PS or designee and arrangements will be made to have the chamber pumped out.
- 4.) If abnormal conditions are observed in the operation of the dosing chamber operation, notify the PS or designee of the problem and a solution. The PS or designee will provide direction.

In cases where a contractor has to enter a pump station/manhole/tank/etc that can be considered a “confined space” the contractor will have a full and complete “confined space policy” in place and will follow all the requirements of that policy before/during/after entering the confined space. Each entry into that confined space will be documented and recorded as per the confined space policy with records kept by the contractor for the duration of this contract and beyond as required by law. As part of this contract, the contractor will provide OPWDD with a copy of that “confined space policy” for their records.

4. **Klargester Roto Pak Model BC6N (Marakill IRA) & Rotor Disk Model S30 (Vincent IRA)**

The intent of the following maintenance procedures is meant to describe the minimum amount of maintenance required on these two (2) package plants and are not all-inclusive. Additional maintenance procedures and practices that are required or recommended by the manufacturer as part of these package plant operations are also part of this contract service.

**RBC (Rotating Biological Contractor)**

**Drive Assembly** – The drive assembly will be inspected every time maintenance is performed. The lubricant level of the gearbox will be verified to be within normal operating levels. If it is not, the contractor will add proper lubricant to proper levels. Oil changes to this lubricant will be done annually and is part of the contractors’ responsibility under this contract. Documentation will be maintained verifying this service and copies given to the PS or designee. Any type of failure of a part of this gearbox assembly that needs attention will be immediately turned into the PS or designee for further discussion and direction. Contractor will be prepared to provide a proposal for repairs to this device should it become necessary. The motor will be kept clean and free of debris/dirt/oil which could shorten its life or drive gear and the drive gear will be lubricated properly. Any evidence of unexplained wear or failure will be investigated, and corrective action taken to prevent premature failure. All equipment is to be maintained in a proper operating condition, tightening of all bolts, alignment of chain and sprockets, maintenance of proper level of lubricant in the gearbox, will all be considered routine maintenance of this equipment, and part of the Contractor’s normal responsibility under this contract.

**RBC unit** – The RBC assembly will be maintained with the fiberglass covers and walkway decking in place. The RBC bearing block assemblies will be greased weekly at a minimum. Excess grease will be immediately wiped and removed. Visual observations are to be done each day according to the predetermined maintenance schedule. Any type of mechanical or biological failure as evidenced by the visual inspection will be

- 1.) repaired immediately
- 2.) further investigation done to determine cause of failure
- 3.) reported to the PS or designee

The RBC unit also has a blower that provides aeration for the unit which must be maintained.

**Dosing chambers** – The dosing chambers will be hosed regularly minimally once per month to visually inspect the piping and operating system and equipment. Any evidence of improper operation, failure of any component(s), leaking piping or fittings, etc. will be corrected immediately or actions taken to have the failures corrected. The PS or designee will be notified of such failures and the corrective actions taken.

**Sand Filters** – The sand filters will be visually observed each time the vendor is on-site. While sand filters operate without outside equipment, the sand will become fouled and plug up over time. Observation of this operating system will identify this condition. Normal operational procedures are to include cleaning (raking) the surface to allow for filtration of the effluent through the sand, until such time as the sand needs replacing. This will occur annually based on previous history of the operating systems. The contractors' responsibility included with this service contract is to provide labor services to remove the sand and replace it with new sand to restore the sand filter to proper operation. The removed sand will be maintained in barrels so it can be properly disposed of. OPWDD will provide replacement sand when it becomes necessary and provide contract services for removal of the old sand to an appropriate site when it has been removed and barreled up. The replacement sand will be supplied to each site as close as possible to the RBC building without having to drive across lawns. OPWDD will also provide the barrels. They will be maintained by this contractor inside the RBC buildings to keep them dry.

**Ultraviolet Disinfection Systems** – Contractor will observe these systems and maintain them in proper operating condition. U-V bulbs will be replaced annually every January by the contractor as part of the contract. Contractor will provide replacement bulbs. Documentation of this replacement will be given to the PS or designee.

**General Housekeeping of RBC Building** – Contractor is responsible to maintain the inside of the RBC building in a neat and orderly condition. All debris/garbage/broken equipment/etc. will be picked up and removed. The contractor will maintain lighting within the building, but lamps and ballasts will be provided by OPWDD. Should it not be cost effective to replace parts for these light fixtures, OPWDD may provide new replacement fixtures in lieu of parts to correct the problem. The contractor will replace the fixtures and observe all local and NEC electrical codes when doing so. Issues identified by the contractor not covered in this section will be turned into the PS or designee for further resolution.

**Reports** – Contractor will take the following samples/readings each time while at each site as per NYSDEC requirements. OPWDD to review proposed monitoring forms prior to the start of contract. Forms must include the following:

- 1.) volume of Sewage Treated

## Invitation for Bid

- 2.) temperature of effluent; pH (S.U.)
- 3.) settleable solids (maximum)
- 4.) along with a visual observation of the entire operating system(s) – RBC unit, blower unit, U/V light assembly, dosing chamber, sand filters, and all other equipment associated with this package plant.

Where necessary on the forms, monthly averages will be calculated and documented. The signature of the certified operator is required each time the operator visits the plant to perform maintenance, and will be printed, and signed. Remarks will be made when necessary on the form, and the form will be provided to the PS or designee no later than the 10<sup>th</sup> of the following month. This report will provide verification of services.

Emergency services will be provided as described elsewhere in this bid. It is noted that all work necessary to these package treatment plants not covered by this maintenance package will be reported to the PS or designee for further direction. The contractor must be able to provide appropriate repair proposals for such repairs, unless the PS or designee directs otherwise, i.e. such as a major component failure.

**G. SUPPLIES, EQUIPMENT, and MATERIALS:** The Contractor will maintain an inventory of supplies, equipment, and chemicals required for the operations of the wastewater treatment facilities.

1. The Contractor will maintain an inventory list of chemicals and any associated Safety Data Sheets (SDS) in accordance with New York State and county regulatory agencies' requirements. OPWDD will receive up to date and accurate copies of all SDS sheets for chemicals used under this contract.
2. The Contractor will provide all glassware and laboratory instruments required to operate the plant.

## V. EXCLUSIONS

Maintenance Service under this agreement will not include the following:

- A. Electrical work or utility changes external to the Equipment covered by this agreement.
- B. Repair of damage resulting from, lightning, failure, or fluctuation of electrical power.
- C. Wastewater distribution system (piping) will be maintained by OPWDD.
- D. Any other service not required to keep the equipment in good operating condition for normal use.

## VI. ACCOUNTING

- A. **JOB TICKETS:** Job Tickets are to be presented to the House Manager (HM) or designee upon completion of service. It is advised that the Job Ticket be a three-part form. HM or designee will sign Job Tickets if service is satisfactory. 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 signature of HM or designee
  5. Legibly printed names of HM or designee and service technician

One copy of the Job ticket is to remain at the Site serviced. One copy of the signed Job Ticket is to accompany the invoice for services. The signed ticket acts as verification of services, a requirement for payment. One copy is for your files.

If HM or designee is unavailable to sign Job Ticket, it is the responsibility of the Contractor to provide proof of service to PS or designee within 24 hours of time of service.

- B. **PREVAILING WAGES:** Prevailing Wages apply to this contract. The PRC number for this contract is PRC# 2022011345. A copy of Contractors certified payroll is required to be submitted with invoices prior to payment for services rendered.
- C. **INVOICES:** Invoices must indicate Invoice number, PO# OPD01- , Contract number, the name of the site, the date of service and the type of service rendered. If maintenance or repairs are performed at time of service, Contractor must also include a list of materials with proof of cost and the name of the person who authorized maintenance or repairs along with the signed Job Ticket. 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 will 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 will be made in accordance with OSC's procedures and practices to authorize electronic payments.

**Exhibit A: Site Listing****Chromoglass Sites**

<b>Site</b>	<b>Address</b>	<b>County</b>	<b>Phone</b>
Beekman IRA	763 Beekman Rd., Hopewell Jct., NY 12533	Dutchess	845-226-3585
Box 130 IRA	2078 Route 22, Wingdale, NY 12594	Dutchess	845-832-6840
Bykenhulle IRA	7 Bykenhulle Rd., Hopewell Jct., NY 12533	Dutchess	845-227-1425
Clove Valley IRA	1489 Clove Valley Rd., Poughquag, NY 12540	Dutchess	845-724-3657
Gardner Hollow IRA	341 Gardner Hollow Rd., Poughquag, NY 12570	Dutchess	845-724-4139
Ludlow Woods IRA	259 Ludlow Woods Rd., Stanfordville, NY 12581	Dutchess	845-868-1456
Mallory IRA	266 Mallory Rd., Verbank, NY 12585	Dutchess	845-677-3477
Maple ICF	42 Sinpatch Rd., Wassaic, NY 12592	Dutchess	845-877-6126
McCarthy IRA	20 McCarthy Rd., Dover Plains, NY 12522	Dutchess	845-877-3593
Old Route 9 IRA	130 Old Route 9, Fishkill, NY 12524	Dutchess	845-897-3306
Pryor ICF	19 Sinpatch Rd., Wassaic, NY 12592	Dutchess	845-877-6885
Quarry Hill IRA	19 Quarry Hill Rd., Millerton, NY 12546	Dutchess	518-789-6877
Route 44 Millbrook IRA	4093 Route 82, Millbrook, NY 12545	Dutchess	845-677-0126
Route 55 IRA	6946 Route 55, Wingdale, NY 12594	Dutchess	845-832-3681
Sleight Pass IRA	230 Sleight Pass Rd., Pleasant Valley, NY 12569	Dutchess	845-485-4713
Fowler IRA	384 Dennytown Rd., Putnam Valley, NY 10579	Putnam	845-528-3816
Ashokan IRA	251 Spillway Rd., West Hurley, NY 12491	Ulster	845-338-7591

**Pump Station Sites**

<b>Site</b>	<b>Address</b>	<b>County</b>	<b>Phone</b>
County Route 19 IRA	1743 County Route 19, Red Hook, NY, 12571	Columbia	845-756-3313
Fish & Game IRA	243 Fish & Game Rd., Hudson, NY, 12534	Columbia	518-828-2818
Maple Lane IRA	251 Maple Lane, Valatie, NY 12184	Columbia	518-758-9854
Valatie North IRA	9 Independence Way, Valatie, NY 12184	Columbia	518-784-3443
Valatie South IRA	10 Independence Way, Valatie, NY 12184	Columbia	518-784-3444
Belpark IRA	26 Greentree North, Hyde Park, NY 12538	Dutchess	845-229-6841
East Duncan Hill IRA	185 E. Duncan Hill Rd., Dover Plains, NY 12522	Dutchess	845-832-3196
Evergreen IRA	107 Spruce Lane, Clinton Corners, NY 12514	Dutchess	845-266-4535
Hillis Terrace	81 Hillis Terrace, Poughkeepsie, NY 12603	Dutchess	845-463-0116
Meadow Lane IRA	6 Meadow Lane, Millerton, NY 12546	Dutchess	518-789-6901
Route 82 IRA	1468 Route 82, Hopewell Jct., NY 12533	Dutchess	845-226-6765
Rudd Pond IRA	123 Rudd Pond Rd., Millerton, NY 12546	Dutchess	518-789-6963
Malmstrom IRA	25 Malmstrom Dr., Cairo, NY 12413	Greene	518-622-2951
Route 23B IRA	707 Route 23B, Cairo, NY 12413	Greene	518-622-2863
Belden IRA	21 Belden Rd., Carmel, NY 10512	Putnam	845-228-1647
Deer Hill IRA	25 Deer Hill Ct., Carmel, NY 10512	Putnam	845-225-5271
South Quaker IRA	127 South Quaker Hill, Patterson, NY 12563	Putnam	845-878-6237

**Pump Station Sites, Cont.**

<b>Site</b>	<b>Address</b>	<b>County</b>	<b>Phone</b>
Stagecoach IRA	198 Stagecoach Rd., Patterson, NY 12563	Putnam	845-878-3071
Stepping Stone IRA	345 Route 301, Cold Spring, NY 10516	Putnam	845-265-4665
Hardenburgh Rd. IRA	148 Hardenburgh Rd., Ulster Park, NY 12487	Ulster	845-331-0723
Malden IRA	3895 Route 9W, Saugerties, NY 12477	Ulster	845-246-3819
North Ohioville IRA	656 North Ohioville Rd., New Paltz, NY 12561	Ulster	845-255-8701
Route 32A IRA	36 Route 32A, Saugerties, NY 12477	Ulster	518-678-6236
Witchtree IRA	40 Witchtree Rd., Woodstock, NY 12498	Ulster	845-679-2615
Wiltwyck IRA	147 Albany Ave., Kingston, NY 12401	Ulster	845-338-6202

**Roto Pak & Rotor Disk Sites**

<b>Site</b>	<b>Address</b>	<b>County</b>	<b>Phone</b>
Marakill IRA	487 Route 299, New Paltz, NY 12561	Ulster	845-255-8155
Vincent IRA	265 Hawley Corners Rd., Highland, NY 12528	Ulster	845-691-6699



## Cost Proposal Form

Contractor must bid on every type of treatment system and all included sites within each system. Failure to bid on all listed sites may disqualify a bid. Alterations to the Cost Proposal Form may result in disqualification. OPWDD reserves the right to reject any and all offers.

### Treatment, Testing, and Preventive Maintenance (PM) Pricing

1. Record your price for Annual Cost of Treatment, Testing, and PM for each site.
2. Add the total for all sites and place the sums in **Box B, Box D, and Box F for Total Annual Cost of Treatment, Testing, and PM** for each type of treatment system.

### Labor Rate Pricing

1. Complete **Column G** by recording your hourly labor rates for each category listed.
2. Complete **Column I** by multiplying hourly rates listed in **Column G** by the Estimated Hours Needed listed in **Column H** for each category.
3. Add together all totals in **Column I**. Write the sum in **Box J – Total Annual Estimated Maintenance and Repair Cost**.

### Materials Cost plus Mark-up

1. Complete **Column L** by recording your proposed Mark-up percentage. *Please note that Mark-up is capped at 10%. All bids over 10% will be reduced to the maximum allowed.*
2. Complete **Column M** by multiplying **Column L** by the Estimated Materials Cost in **Column K**.
3. Add together the figures in **Column K** and **Column M**. Write the sum in **Box O – Total Annual Estimated Materials Cost plus Mark-up**.

### Cost Proposal Calculations Table

1. Write totals from **Box B, Box D, Box F, Box J, and Box O** on the Cost Proposal Summary Table.
2. Add together the totals in **Box B, Box D, Box F, Box J, and Box O**. The sum equals the **Grand Total Estimated Combined Cost**.

The Cost Proposal provides estimated labor hours and parts costs. These are estimates only. Payment will be made on actual services rendered.

Should mathematical errors be made by the Bidder when calculating the Grand Total Estimated Combined Cost, the figures for Annual Cost of Treatment, Testing, and PM for each site, Hourly Rate, and Bidder's Mark-Up % will be used to calculate final bid totals.

<b>Chromoglass</b>
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<b>Treatment, Testing, and Preventive Maintenance (PM) Pricing</b>	
	<b>A</b>
<b>Site</b>	<b>Annual Cost of Treatment, Testing, and PM</b>
Beekman IRA	\$
Box 130 IRA	\$
Bykenhulle IRA	\$
Clove Valley IRA	\$
Gardner Hollow IRA	\$
Ludlow Woods IRA	\$
Mallory IRA	\$
Maple ICF	\$
McCarthy IRA	\$
Old Route 9 IRA	\$
Pryor ICF	\$
Quarry Hill IRA	\$
Route 44 Millbrook IRA	\$
Route 55 IRA	\$
Sleight Pass IRA	\$
Fowler IRA	\$
Ashokan IRA	\$
<b>B = Total Annual Cost of Treatment, Testing, and PM for Chromoglass Sites</b>	<b>\$</b>

Vendor Name: \_\_\_\_\_

<b>Pump Stations</b>
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<b>Treatment, Testing, and Preventive Maintenance (PM) Pricing</b>	
	<b>C</b>
<b>Site</b>	<b>Annual Cost of Treatment, Testing, and PM</b>
County Route 19 IRA	\$
Fish & Game IRA	\$
Maple Lane IRA	\$
Valatie North IRA	\$
Valatie South IRA	\$
Belpark IRA	\$
East Duncan Hill IRA	\$
Evergreen IRA	\$
Hillis Terrace	\$
Meadow Lane IRA	\$
Route 82 IRA	\$
Rudd Pond IRA	\$
Malmstrom IRA	\$
Route 23B IRA	\$
Belden IRA	\$
Deer Hill IRA	\$
South Quaker IRA	\$
Stagecoach IRA	\$
Stepping Stone IRA	\$
Hardenburgh Rd. IRA	\$
Malden IRA	\$
North Ohioville IRA	\$
Route 32A IRA	\$
Witchtree IRA	\$
Wiltwyck IRA	\$
<b>D = Total Annual Cost of Treatment, Testing, and PM for Pump Station Sites</b>	<b>\$</b>

Vendor Name: \_\_\_\_\_

**Roto Pak & Rotor Disk**

<b>Treatment, Testing, and Preventive Maintenance (PM) Pricing</b>	
	<b>E</b>
Site	Annual Cost of Treatment, Testing, and PM
Marakill IRA	\$
Vincent IRA	\$
<b>F = Total Annual Cost of Treatment, Testing, and PM for Roto Pak &amp; Rotor Disk Sites</b>	<b>\$</b>

**Labor and Materials**

<b>Labor Rate Pricing</b>			
	<b>G</b>	<b>H</b>	<b>I</b>
	Hourly Rate	Estimated Hours Needed	Annual Estimated Maintenance and Repair Cost (G x H)
Mon-Fri 7:30am - 4pm	\$	<b>600</b>	\$
Mon-Fri 4:01pm -7:29am & Sat/Sun 12:00am-11.59pm	\$	<b>240</b>	\$
Holiday	\$	<b>20</b>	\$
			J = Sum of all totals in I
<b>J = Total Annual Estimated Maintenance and Repair Cost</b>			<b>\$</b>

<b>Materials Cost plus Mark-up</b>			
<b>K</b>	<b>L</b>	<b>M</b>	<b>N</b>
Estimated Materials Cost	Bidder's Mark-up %* <small>*Mark-up is capped at 10%</small>	Bidder's Mark-up in Dollars <b>(L X K)</b>	Annual Estimated Parts Cost + Bidder's Mark-up <b>(K + M)</b>
<b>\$120,000</b>	%	\$	
<b>O = Total Annual Estimated Materials Cost plus Mark-up</b>			<b>\$</b>

Vendor Name: \_\_\_\_\_

## Cost Proposal Summary and Signature Page

<b>Cost Proposal Summary Table</b>
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<b>B</b> Total Annual Cost of Treatment, Testing, and PM for Chromoglass Sites	\$
<b>D</b> Total Annual Cost of Treatment, Testing, and PM for Pump Station Sites	\$
<b>F</b> Total Annual Cost of Treatment, Testing, and PM for Roto Pak & Rotor Disk Sites	\$
<b>J</b> Total Annual Estimated Maintenance and Repair Cost	\$
<b>O</b> Total Annual Estimated Materials Cost plus Mark-up	\$

<b>Grand Total Estimated Combined Cost (B + D + F + J + O)</b>	\$
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\_\_\_\_\_ Bidder Signature \_\_\_\_\_ Print Name & Title

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

Name of Company: \_\_\_\_\_

Address: \_\_\_\_\_

Federal ID Number: \_\_\_\_\_ Telephone: \_\_\_\_\_

Date: \_\_\_\_\_ Fax: \_\_\_\_\_

### No-Bid Form

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

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

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- 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.