



**Office for People With
Developmental Disabilities**

KATHY HOCHUL
Governor

KERRI E. NEIFELD
Commissioner

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

**Western NY Developmental Disabilities State
Operations Office**

**2023 - 2028 Heating, Ventilation, and Air
Conditioning (HVAC) Systems, and Water Heater
Inspections, Start Up, and/or Maintenance
Services for Western NY DDSOO Main Campus
in Erie County**

WN 071123

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. Western NY Developmental Disabilities State Operations Office (hereinafter “OPWDD”) is an agency of OPWDD serving Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, and Orleans 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

**Zachary Guida, CMS 2 for
Laura Pushkarsh, CMS 2
OPWDD Contract Management Unit
26 Center Circle
Wassaic, New York 12592-2637
Phone: 845-877-6821 ext. 3182 Fax: 845-877-3004
eny.nyc.li.contracthub@opwdd.ny.gov**

3. Timetable of Proposal Due Dates

IFB Release Date	24 May 2023
Mandatory Site Visit	8:00 AM, 6 June 2023
Final Date for Receipt of Questions	14 June 2023
Official Responses to Questions By	27 June 2023
Proposal Due Date – Bid Opening*	3:00 PM, 11 July 2023
Evaluation & Selection	24 July 2023
Notification of Awards	25 July 2023
Contract start date (subject to change)	1 September 2023

*Bid Opening to be via Web Ex, not in person. 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 Heating, Ventilation, and Air Conditioning (HVAC) Systems, and Water Heater Inspections, Start Up, and/or Maintenance Services for OPWDD Western NY DDSOO Main Campus, according to the specifications, terms and conditions as enumerated in "Scope of Work" of this IFB.

6. Site Inspections

All potential Bidders MUST attend the scheduled Mandatory Site Visit if they wish to submit a bid. See below for specific instructions for the Mandatory Site Visit.

The Mandatory Site Visit for **Western NY DDSOO Main Campus** will begin at **Building #1 at 1200 East & West Road, West Seneca, NY 14224** where Bidders will meet OPWDD representative Scott Becker or designee. Time and date details are provided in Section 3. Timetable of Proposal Due Dates. For questions about the location of the site visit only, potential Bidders may call 716-608-2484.

Please note that the definitive answers related to any questions asked during the **Mandatory Site Visit** will be provided in the **Official Responses to Questions**.

OPWDD will make **no allowance or concession** to the Bidder for any alleged misunderstanding or deception because of quality, character, location, or other conditions. It is the responsibility of the bidder to know the site(s) requirements based upon the service being requested.

7. Notice to Potential Bidders

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

8. Term of the Contract

The term of this contract will be defined in the Contract Agreement, but is anticipated to be a 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

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shall not be changed or cancelled until 30 days written notice has been given to OPWDD. Required insurances are:

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

13. Submission of Proposals

A. Submission Requirements

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

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

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

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

OPWDD
Contract Management Unit – **IFB WN 071123**
C/O Zachary Guida, CMS 2
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 3:00 PM, 11 July 2023**. Bidders will be asked for an ATTENDEE CODE. Enter **161 345 4821 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. 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, 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. 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

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irrevocable license to reproduce, publish, or otherwise use such documentation and to authorize others to do so.

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

D. Incurred Costs

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

E. Content of Proposals

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

F. Period of Validity

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

G. Notice of Award, Debriefing and Bid Protests

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

H. Public Information Requirements / Confidentiality / Publication Rights

- (1) All the proposals upon submission will become the property of OPWDD. Materials / documents produced by the Contractor in the fulfillment of its obligations under contract with OPWDD become the property of OPWDD unless prior arrangements have been made with respect to specific documents.
- (2) OPWDD will have the right to disclose all or any part of a proposal to public inspection based on its determination of what disclosure will serve the public interest. Upon approval of the contract by OSC, all terms of the contract become available to the public.
- (3) Prospective Bidders are further advised that, except for trade secrets and certain personnel information (both of which OPWDD has reserved the right to disclose), all parts of proposals must ultimately be disclosed to those members of the general public making inquiry under the New York State Freedom of Information Law (NYS Public Officers Law article 6) although proposal contents cannot ordinarily be disclosed by OPWDD prior to bid award.

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- a. Should a Bidder wish to request exception from public access to information contained in its proposal, the Bidder must specifically identify the information and explain in detail why public access to the information would be harmful to the Bidder. Use of generic trade secret legends encompassing substantial portions of the proposal or simple assertions of trade secret interest without substantive explanation of the basis therefore will be regarded as non-responsive requests for exception from public access will not be considered by OPWDD in the event of a Freedom of Information request for proposal information is received
- (4) The bidder and OPWDD agree that all communications, until the effective date of the contract, shall be made in confidence, shall be used only for purposes of the contract, and that no information shall be disclosed by the recipient party except as required by Federal or State law.
- (5) The bidder shall treat all information, in particular information relating to OPWDD service recipients and providers, obtained by it through its performance under contract, as confidential information, to the extent that confidential treatment is provided under New York State and Federal law, and shall not use any information so obtained in any manner except as necessary to the proper discharge of its obligations and securement of its rights hereunder. Bidder is responsible for informing its employees of the confidentiality requirements of this agreement.
- (6) The Contractor may not utilize any information obtained via interaction with OPWDD in any public medium (media-radio, television), (electronic-internet), (print-newspaper, policy paper, journal/ periodical, book, etc.) or public speaking engagement without the official prior approval of OPWDD Senior Management. Contractors bear the responsibility to uphold these standards rigidly and to require compliance by their employees and subcontractors. Requests for exemption to this policy shall be made in writing, at least 14 days in advance, to OPWDD Contract Management Unit, 44 Holland Avenue (3rd Floor), Albany, New York 12229.
- (7) The Contractor agrees that no brochure, news/media/press release, public announcement, memorandum, or other information of any kind regarding the Contract shall be disseminated in any way to the public, nor shall any presentation be given regarding the Contract without the prior written approval of the OPWDD, which written approval shall not be unreasonably withheld or delayed provided, however, that Contractor shall be authorized to provide copies of the Contract and answer any questions relating thereto to any State or federal regulators or, in connection with its financial activities, to financial institutions for any private or public offering.

I. Affirmative Action

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

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- (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.

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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

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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

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

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

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

U. Bidder Disclosure of Prior Non-Responsibility Determinations

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

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

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

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

V. Non-Collusive Bidding Certification

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

1. The prices in this proposal have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor, and
2. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
3. No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition.

W. Public Officers Law Certification

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

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

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

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

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

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

15. Consumer Safety Information

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

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

16. Consultant Disclosure

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

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

17. Evaluation Criteria: Method of Award**A. Contract Award**

OPWDD will select the responsible and responsive Bidder that will provide the lowest Total Annual Estimated Combined Cost. All buildings included on the Annual Start-Up, Inspection, and Maintenance Services form are to be serviced by the Bidder who is awarded the contract. All bids must be submitted on an original Cost Proposal Form (pg. 38). 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 Total Annual Estimated Combined Cost will be calculated using the per site pricing submitted for the Annual Start-Up, Inspection, and Maintenance Services, the Non-Routine Repair Rates Per Hour, and in the event that a Parts Markup percentage exceeds the cap of 20%, the percentage will be reduced to 20% and the Total Annual Estimated Parts with Mark Up 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

Heating, Ventilation, and Air Conditioning (HVAC) Systems, and Water Heater Inspections, Start Up, and/or Maintenance Service

Statement of Work

The following qualifications and specifications cover inspections, start up, and/or maintenance service for the heating, ventilation, and air conditioning mechanical and temperature control systems and maintenance service on fifteen (15) gas fired boilers located in Buildings #1, 16, 61 & 63/64; and one (1) A/C Chiller in Building #16. All buildings listed are located at the OPWDD Western NY DDSOO Main Campus Facility located at 1200 East & West Road, West Seneca, NY 14224. An equipment list detailing the buildings and their equipment is included in Exhibit A – Equipment Listing.

ALL ANNUAL CHILLER SERVICE INSPECTIONS MUST BE COMPLETED BY
MAY 15th OF EACH YEAR, AFTER INITIAL CONTRACT AWARD.

ALL ANNUAL FALL HEATING AND WATER HEATER SERVICE
INSPECTIONS MUST BE COMPLETED BY SEPTEMBER 30TH OF EACH
YEAR, AFTER INITIAL CONTRACT AWARD.

Annual Chiller Service Inspections are to be performed between April 1st and May 15th. Annual Service Inspections of heating systems and water heaters are to be performed between August 1st and September 30th of each contract year. A schedule of annual service inspections must be submitted in writing to the Plant Superintendent at the beginning of the contract. Prior to each season, the Contractor must meet with the Plant Superintendent to go over the upcoming schedule. The day of the service visit must have appropriate temperatures to enable service provision.

Contractor shall utilize preventive maintenance directions, which indicate task functions to be performed on each scheduled service call.

As work is due, the Contractor shall issue to their mechanic on the job the necessary and appropriate recommended maintenance procedures and a listing of any special lubricants, belts, tools, test instruments, meters, filters, etc., which are required for proper maintenance of the apparatus concerned.

All miscellaneous materials and supplies necessary to provide preventative maintenance (PM) shall be supplied by the Contractor and shall be included in the cost of the contract (special lubricants, belts, tools, test instruments, meters, filters, etc.).

Broken parts are to be turned over to OPWDD. During the course of the contract, the Contractor shall advise and assist in the determination of improvements to the mechanical system that shall conserve energy and minimize utility expenditures.

Qualifications of Service Technicians

Contractor's personnel performing contract work for OPWDD shall include at least one journeyman level (minimum 4 years' experience) supervisory technician for each trade required, plus such additional apprentice or

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higher-level assisting technicians working under the direction of the journeyman as necessary to perform the required work. Prior to assigning any personnel to OPWDD work sites, Contractor shall provide documentation of proposed workers' experience and EPA refrigerant licenses to the Plant Superintendent or designee for approval by the same.

Detailed Specifications**I. Servicing of Equipment – General**

- A. Examine each piece of equipment and device to see that it is functioning properly and is in good operational condition.
- B. Clean all components of dust, old lubricants, etc. to allow the equipment to function as designed.
- C. Lubricate all equipment where needed to permit bearings, gears, and all contact wearing points to operate freely and without undue wear.
- D. Start/run systems and equipment. Check overall performance.
- E. Adjust all linkage, motors, drives, etc. that have drifted from the initial design settings and positions.
- F. Calibrate all sensing, monitoring, output, safety, and read-out devices for proper ranges, settings, and optimum efficiencies.
- G. Check output temperatures making any adjustments necessary to maintain appropriately balanced systems. Check internal pressures if performance deficiencies are detected.
- H. Test and cycle all equipment as a system after it has been cleaned, lubricated, adjusted, and calibrated to assure that it is in proper operating condition and performing at optimum efficiency.
- I. Exercise all heating cooling and domestic hot water system valves by fully opening and closing each valve on a regular schedule every six months.

II. Ducted Air Handling System(s): Ensure duct systems are free of obstructions and are capable of performing the required function. Work includes, but is not necessarily limited to the following:

- A. Inspect all ductwork for loose or missing insulation and where necessary repair and/or replace. When this is discovered, contact OPWDD Work Control office for approval of work outside contract amount.
- B. Inspect all ductwork for loose insulation or access panels (that would allow air leakage); repair or replace as needed.
- C. Inspect and replace air filters. Ensure all air filters are clean and spares are available on site.
 - 1. Filter Type: As required by manufacturer. Filter Size(s): As required for each air handler.
 - 2. Filter Rating: MERV 13, minimum or maximum rating allowable by air handler manufacturer.

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3. Spare Filter Quantity: Provide sufficient filters to change twice each year.

- D. Clean and vacuum all supply and return air registers.
- E. Check operation of supply, return and exhaust fans, making any adjustments and performing any lubrication and/or fan belt adjustment or replacement, if applicable.
- F. Check proper operation of outside/return air mixing dampers and associated controls and wiring.
- G. Check and lubricate blower motors and cages for proper operation.
- H. Clean blower cages.
- I. Clean heating and cooling coils every six months with EPA approved non-corrosive coil cleaner. This service must be performed outside of business hours to avoid impacting building occupants.
- J. Check integrity of drain pan. Provide and place biocide tablets in same.
- K. Test run unit for proper operation.
- L. Check air supply output at each grill, ensuring adequate air flow to the space. Note any issues on service report and contact the Plant Superintendent or designee.
- M. Check operation of volume dampers, balance system as necessary.
- N. Check condensate drain and pump for proper operation and clean if necessary.
- O. Check operation of thermostat fan switch and all interfaced control systems for proper fan operation.

III. Condensing Unit(s)

- A. Check and inspect all electrical circuits and controls for proper operations.
- B. Inspect and clean heat exchangers.
- C. Check and ensure proper refrigerant charge.
- D. Replace or recharge as needed with refrigerant provided by vendor. List weight and type of refrigerant added where applicable.
- E. Clean condenser and check operation of condenser fan.
- F. Clean coil with EPA approved non-corrosive coil cleaner.
- G. Check condition of expansion valve if applicable.

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- H. Check operation of crankcase heaters if applicable.
- I. Connect gauges and check operating pressures. Record liquid line and suction line pressures.
- J. Check for signs of refrigerant leaks.
- K. Check all motor amperage draws.
- L. Record temperature differential across evaporator coil.

IV. Water Source Heat Pumps

- A. Complete manufacturers' maintenance checklists.
- B. Inspect, repair, or replace all mechanical, electrical and electronic components, safety and control devices, interlocks, belts, bearings, gauges, gaskets, dryers, valves, and strainers as applicable.
- C. Clean all renewable filters or replace if damaged. Replace disposable air filters.
- D. Check integrity of drain pan. Provide and place biocide tablets in same.
- E. Clean condensate drip pan and drain line.
- F. Check compressor, reversing valve, and crank case heater operation.
- G. Check heat cycles for proper operation (winter only).
- H. Check unit-cooling cycle for proper operation (summer cycle).
- I. Check refrigerant levels, temperature, and pressures.
 - 1. Recharge or replace refrigerant as necessary with refrigerant provided by vendor.
 - 2. List weight and type of refrigerant added where applicable.
- J. Inspect and clean both evaporator and condenser coils. Indoor coil cleaning must be performed outside of business hours to avoid impacting building occupants.
- K. Descale condenser heat exchanger annually prior to May 15th.
 - 1. Secure, lock, and tag out unit.
 - 2. Attach a recirculating pump to both openings on the heat exchanger.
 - 3. Add approved condenser descaling product into the heat exchanger and monitor mineral output and pH.

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4. Increase descaler as needed until mineral output increases and hard water scale dissolves.
5. Stop circulating the descaler once the pH remains stable and no more mineral deposits are present.
6. Rinse the heat exchanger with a neutralizing solution to stop the effect of the descaler and prevent metal corrosion.
7. Reconnect the heat exchanger and fill with water containing a small amount of neutralizing solution.
8. Place unit back in service.

L. Test run all units for proper operation.

V. Fan Coil Units/Unit Heaters (various types)

- A. Exercise isolation valves.
- B. Check the condition of the blower for possible dirt or damage. Clean or replace if any found.
- C. Inspect and check the motor for proper functionality of bearings.
- D. Clean surfaces of motor and blower.
- E. Inspect 3-way valve and thermostat where applicable.
- F. Check electrical connections of motors and control wires on the electric panel. Tighten or repair any loose terminal connections.
- G. Lubricate all moving parts.
- H. Replace dry, cracked, or worn belts where applicable.
- I. Replace filters and clean coils every six months with EPA approved non-corrosive coil cleaner. This service must be performed outside of business hours to avoid impacting building occupants.
- J. Visually inspect drain pan and clean any foreign material and dust that may contribute to the drainpipe clogging. Provide and place biocide tablets in same.
- K. Visually inspect piping and ducting insulation for possible damage. Replace or repair as needed.
- L. Clean interior and exterior of FCU. Conduct painting on all rusted portions.
- M. Test and cycle all equipment as a system after it has been cleaned, lubricated, adjusted, and calibrated to assure that it is in proper operating condition and performing at optimum efficiency.

VI. Ductless Split-System Air Handling Units and Air-Cooled Condensers (AC and AC/Heat Pump Types)

- A. Complete manufacturers' maintenance checklists.
- B. Inspect, repair, or replace all mechanical, electrical and electronic components, safety and control devices, interlocks, belts, bearings, gauges, gaskets, dryers, valves, and strainers as applicable.
 - 1. Recharge or replace refrigerant as necessary with refrigerant provided by vendor.
 - 2. List weight and type of refrigerant added where applicable.
- C. Clean all renewable filters or replace if damaged. Replace disposable air filters.
- D. Clean condensate drip pan and drain line. Provide and place biocide tablets in same.
- E. Check compressor, reversing valve, and crank case heater operation.
- F. Check unit defrost and heat cycles for proper operation (winter only).
- G. Check unit-cooling cycle for proper operation (summer cycle).
- H. Check refrigerant levels, temperature, and pressures. Recharge or replace refrigerant as necessary.
- I. Inspect and clean both indoor and outdoor coils. Any indoor coil cleaning must be performed outside of business hours to avoid impacting building occupants.
- J. Test run all units for proper operation.

VII. Roof Top HVAC Units

- A. Annual preventive maintenance completed one (1) time per year.
 - 1. Inspect, calibrate, test, repair, or replace all mechanical, electrical and electronic components, safety and control devices and interlocks, gauge, gaskets, dryers, oil heaters, valves and strainers, and control panel.
 - 2. Check general operating condition.
 - 3. Test for leaks using leak detector.
 - 4. Check capacity control components.
 - 5. Check condensate components.
 - 6. Check condenser fans.
 - 7. Check crankcase heaters.

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8. Check temperature differentials.
 9. Check dryer components.
 10. Check economizer.
 11. Check fan rotations.
 12. Check belts condition.
 13. Check heat exchangers.
 14. Record compressors' and blowers' motors voltage and amperage.
 15. Record compressor oil pressure.
 16. Record compressor suction and discharge pressures.
 17. Refill refrigerant as necessary.
 18. Check oil acidity.
 19. Check superheat temperature.
 20. Clean evaporator and condenser coils with EPA approved non-corrosive coil cleaner.
 21. Clean drain pans. Provide and place biocide tablets in same.
 22. Replace oil and oil filters.
 23. Test run all units for proper operation.
- B. Quarterly Preventive Maintenance completed once per season.
1. Check general operating condition.
 2. Inspect and replace air filters. Ensure all air filters are clean and a set of spares are available on site.
 - a. Filter Type: As required by manufacturer.
 - b. Filter Size(s): As required for each air handler.
 - c. Filter Rating: MERV 13, minimum or maximum rating allowable by air handler manufacturer.
 3. Calibrate and adjust operating controls to manufacturer's specifications.

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4. Pressure wash condensers and evaporators coils as necessary.
5. Check for leaks.
6. Check motor voltage and amperage.
7. Check superheat temperatures.
8. Check belt condition.

VIII. Hanging Gas Heater Inspections and Start Up Service

- A. Check and inspect all electrical circuits and thermostats for proper operations.
- B. Inspect and clean heat exchanger.
- C. Check and inspect ignition system for proper operation.
- D. Inspect and replace air filters.
 1. Filter Type: As required by manufacturer.
 2. Filter Size(s): As required for each air handler.
 3. Filter Rating: MERV 13, minimum or maximum rating allowable by air handler manufacturer.
 4. Spare Filter Quantity: Provide twelve (12) as a set for each air handler.
- E. Check gas valve for proper operation.
- F. Inspect and clean pilot burner.
- G. Check and lubricate blower motor and spiral cage for proper operation.
- H. Test run unit for proper operation.
- I. Test all safety circuits for proper operation.
- J. Clean spiral cage on blower.
- K. Clean and inspect barometric damper and flue piping.
- L. Perform combustion efficiency analysis CO2 test unit to determine integrity of heat exchanger.

IX. Building Automation System Annual Inspection

- A. Inspect, test, and calibrate the building automation system and automatic temperature controls. Repair or replace defective components as required.
- B. Circulator pumps
 - 1. Check for proper operation.
 - 2. Record pump suction and discharge pressures.
 - 3. Lubricate pump and motor bearings where applicable every six months.
 - 4. Ensure pumps are functioning within electrical parameters. Record running load amps and compare to nameplate.
 - 5. Note any leaky seals and provide proposal for repair.
 - 6. Inspect flanges for leaks and replace any leaking with new gaskets.

X. Boiler Inspections and Start Up Service

- A. Inspect combustion chamber and clean.
- B. Test all safety circuits for proper operations and functions.
- C. Check gas valve for proper operation and pressure.
- D. Inspect and clean pilot and burner, adjust as required.
- E. Inspect expansion tank and circulators for proper operations.
- F. Clean and inspect barometric damper and flue piping.
- G. Check and test all thermostats for proper calibration and operations.
- H. Ensure all boiler passages are brushed, cleaned, and vacuumed.
- I. Check and inspect circulating pumps, zone valves, and controls for proper operation.

XI. Chiller(s)/Chilled Water System(s): Annual maintenance of the York Chiller is to be performed as per manufacturer's instructions. All labor, parts, and other materials needed to perform routine maintenance shall be provided by the Contractor and included as part of the contract cost. The following startup services must occur before May 1st each year and will include but not be limited to:

- A. Review chiller operation details with Plant Superintendent or designee to gather operational deficiencies.

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- B. Check overall unit condition.
- C. Review and inspect chiller control panel for proper operation and recorded fault history.
- D. Check and tighten all onboard electrical connections.
- E. Inspect the running seal and clean out the oil drain catch bottle.
- F. Inspect starter coils and wiring.
- G. Perform preventative maintenance procedures to all flow proving control devices and check operation.
- H. Mechanically clean heat exchanger for unit mounted variable speed drive.
- I. Check compressor and motor mounting fasteners and torque to factory specifications if necessary.
- J. Perform motor terminal box visual inspection.
- K. Check for internal dirt/debris, signs of internal condensation, thermal damage, and electrical arcing/tracking.
- L. Inspect high voltage cabling for wear or damage.
- M. Perform UPS battery health test.
- N. Seasonal startup of chillers must occur before May 1st of every contract year after maintenance is completed.
 - 1. Refrigeration System Maintenance
 - a. Clean (if cleanable type) or replace liquid refrigerant motor cooling line strainer.
 - b. Replace all the filters and filter driers according to manufacturer's recommendation.
 - c. Lubricate and check operation of capacity control linkage(s).
 - 2. Refrigerant Condenser Tube Cleaning
 - a. Marine waterbox covers of the chillers will be removed and replaced by the Contractor, who will also supply necessary OEM gaskets for reinstallation.
 - b. Mechanically brush refrigerant condenser tubes. OPWDD to approve of proposed tube cleaning process, proposed equipment, and brush type prior to Contractor performing work.
 - c. All tube cleaning equipment to be supplied by Contractor.
 - d. Reinstall marine waterbox covers and perform leak check upon completion during chiller start-up.

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3. Performance Check Test shall be conducted upon completion of all other work and include both actual and design running conditions. Performance test shall include the following:
 - a. Test all safeties for proper operation.
 - b. Check unit for proper frequency, voltage, and amperage.
 - c. Record of temperature for chilled water entering and leaving.
 - d. Record of temperature for condenser water entering and leaving.
 - e. Record of estimated or measured chilled water and condensed water flow. Acceptable methods include pressure drops across heat exchangers.
 - f. Record of refrigerant pressures and temperatures applicable to both evaporator and condenser barrels.
 - g. Record of chilled water and condenser water approach temperatures.
 - h. Record of compressor lubricating oil sump temperature and pressure while in operation.
 - i. Calculation of cooling work done by machine (tons) from evaporator.
 - j. Calculation of heat rejection from machine condenser.
4. Winter Shutdown
 - a. Prior to the end of the cooling season, the vendor will contact OPWDD Work Control to schedule system shutdown related maintenance. This shall include the following:
 - (1) System shutdown, electrical and mechanical Lock out Tagout of chiller and associated equipment not required during heating season.
 - (2) Draining of all non-antifreeze protected chilled water piping and associated equipment.
 - b. Change or replenish antifreeze solution in protected systems as necessary to maintain protection to -30F.

XII. Eddy Current Testing

- A. The contract will require performing eddy current testing on the evaporator and condenser tubes of the chiller during the first and fourth year of the contract. Both the evaporator and condenser tubes are to be cleaned by the Contractor in the first year of the contract, and the condenser tubes only are to be cleaned again in the fourth year of the contract. The primary objectives of the Eddy Current Test for condenser and cooler tubes in the chillers are:
 1. To monitor the existence of damaging mechanisms like corrosion, erosion, stress cracking, vibrational wear, fatigue, or chemical attacks inside and outside of the tubes.

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2. To detect existence of inside diameter pitting, tube support wear, stress corrosion cracks, fatigue cracking or freeze bulging and cracking.
 3. To analyze the findings of the test and determine necessary corrective measures to be taken to prevent possible tube failures, which would disable the chiller.
- B. This Eddy current test shall be performed using the following procedures that will be applied during that test.
1. Marine waterbox covers for the York chillers will be removed and replaced by the Contractor.
 2. All refrigeration condenser tubes that are slated for Eddy Current testing shall be cleaned by the Contractor prior to that testing to remove all loose materials which may restrict passage of inspection probe and interfere with the inspection process. Plant Superintendent or designee must sign off prior to Eddy Current testing.
 3. All tubes will be tested by an Eddy Current inspection probe.
 4. The inspection system shall be calibrated to such a degree of sensitivity that defects equal to 20% or greater (also calibrated in thousandths of an inch) wall loss will be detected.
 5. Differentiation between damages originating on the outside vs. the inside surfaces of the tube shall be assured by proper selection of frequency of inspection.
 6. The Eddy Current instrument shall be calibrated at the start and end of each shift and at least once every four hours of operation. The instrument shall also be recalibrated for each change of tube alloy, size of configuration, and at any time when there is any indication of possible malfunction in the inspection system. If it is determined that the inspection system has malfunctioned all tubes inspected since the previous calibration, shall be re-inspected.
 7. The probe shall be inserted in each tube and the tube inspected as the probe is being withdrawn at a maximum rate of 50 feet per minute.
 8. The data must be analyzed on-site, as it is taken. The data for each tube shall be recorded on data sheets to be incorporated with the final report. Permanent strip-chart records shall be generated for each tube and shall become the property of the State of New York.
- C. Equipment Required for Eddy Current Test: Any of several commercially available Eddy Current systems are acceptable for this work. Systems modified by the user to provide greater sensitivity or additional capabilities are also acceptable. As a minimum, the system employed shall contain:
1. The basic Eddy Current instrument.
 2. A storage oscilloscope, either self-contained or integral with the Eddy Current instrument.
 3. Eddy Current probes having a fill-factor of 0.75 or greater.
 4. Serialized, traceable calibration standards, or the same tube alloy, configuration (i.e., finned, prime-surface, skip finned, etc.) outside diameter and wall thickness as the tubes to be inspected.

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5. The Eddy Current instrument, the oscilloscope shall have been calibrated within 12 months prior to the inspection. The Contractor shall have an established calibration procedure and calibration records available, if requested.

D. Personnel Required for Eddy Current test

1. All inspection personnel shall be qualified and certified in accordance with the requirements of the American Society for Non-Destructive Testing, SNT-TC-1A.
2. All personnel taking and evaluating data shall be certified to ASNT NDT Level II or ACCP Level II or higher and shall be under the on-site supervision of a 2ASNT NDT Level III or ACCP Level III certified person.
3. A person certified to 2ASNT NDT Level III or ACCP Level III or a registered professional engineer should perform final data analysis and on-site supervision of all work.

E. Analysis of Results and Reporting

1. The data for each tube shall be evaluated and recorded on suitable data sheets, as the tubes are inspected to assure timely corrective action.
2. An approximate percent and thousandths of an inch wall loss shall be determined for each tube inspected and entered in the data sheets, together with the type of damage (i.e., pitting, wear, external corrosion, etc.) recorded, and the location of the damage along the tube length. This information is considered vital in defining cause and corrective actions.
3. Tubes considered potential leakers shall be marked on the unit, at the time of inspection to facilitate corrective action.
4. At the time of this analysis and data accumulation OPWDD may have the Contractor effect any repairs or replacement of defective tubes on a time and material basis if it is in the best interest of the State.
5. A final report shall be submitted in duplicate by bound hard copy and electronic copy within thirty (30) days of the completion of the inspection. The report shall include, as a minimum:
 - a. An introductory statement, identifying the serial number of the unit inspected, date of inspection, location, and any other pertinent background data.
 - b. A numerical, tabulated summary of the inspection results and a written summary descriptive of the results.
 - c. A plot of the results, on a tube sheet layout drawing or sketch.
 - d. Typical Eddy Current records (strip-charts), illustrating the type and distribution of damage encountered.

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- e. Detailed descriptions of the tube numbering system, sufficient that any future damage can be easily related to prior inspection results.
 - f. Detailed inspection equipment calibration information, such that the results of re-inspections, can be correlated with previous inspections. This will include specifying equipment used, calibration tube details, instrument setting and sensitivities utilized.
 - g. Data sheets for all tubes inspected. Original copies of the strip chart records for all worn out tubes shall be forwarded with the report but need not be bound with the reports.
 - h. Recommendation for corrective measures to prevent tube failures must be made and signed by a heat exchanger manufacturer that is knowledgeable of the same type and size that is comparable to the existing chillers.
 - i. Provide a list of those tubes, which may have been replaced.
6. The Level 3 Technician or professional engineer who supervised the on-site shall approve the reports.

XIII. Cooling Towers

- A. Annual Start-Up of Cooling Towers is to be performed prior to April 15th each year.
- B. All labor, parts, and other materials needed to perform annual start up maintenance and inspection work shall be provided by the Contractor and included as part of the contract.
 1. This includes all inspections, registration, maintenance, system disinfection, sample collection, and reporting of data in the statewide electronic system as required in the New York State Sanitary Code Title: Part 4-Protection Against Legionella for the duration of the contract. Start-up shall be performed as follows:
 - a. Lock out and Tag out tower electric supply to tower pumps and fans.
 - b. Lock out and Tag out water supply.
 - c. Inspect belts for wear and replace if warranted.
 - d. Check drive belts for proper tension.
 - e. Check and clean fan as needed. Grease motor fan bearings and check bearings and fan pitch.
 - f. Meg test tower fan motors, record data.
 - g. Remove nozzles, clean, and reinstall.
 - h. Clean towers: Check drift eliminators, baffles, water distribution system, air intake screens, and all other parts of the cooling tower systems for proper operation and cleanliness per the New York State Sanitary Code Title: Part 4-Protection Against Legionella.

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- i. Remove water supply lock outs and check starting water meter.
 - j. Fill tower: Check operation of fill float and adjust as necessary.
 - k. Check make-up valve for proper operation. Insure complete open and complete shut off with no leak by when called for.
 - l. Record final water meter reading when tower is filled.
 - m. Remove Power Lock out Tag outs. Check motor starter operation, voltage, and current.
 - n. Check operation of all control circuits, safety equipment and interlocks, and repair as necessary.
 - o. Ensure that tower sensors for the automated logic system reading correctly for water temp and tower operation.
 - p. Prepare written report documenting work done, results of inspection, note any deficiencies, and update the data in the statewide electronic system as noted above.
2. Annual Shut Down and Overhaul of Cooling Towers is to be performed no later than November 15th.
 3. Date work is to be performed shall be coordinated with the Plant Superintendent, Power Plant Supervisor, or designee each year.
 4. All labor, parts, and other materials needed to perform annual shut down maintenance and inspection work shall be provided by the Contractor and included as part of the contract cost.
 5. All work shall be done in accordance with New York State Department of Health regulations. Shut Down shall be performed as follows:
 - a. Check make-up valve for proper operation. Insure complete open and complete shut off with no leak by when called for.
 - b. Record final water meter reading before tower is drained.
 - c. Check motor starter operation, voltage, and current.
 - d. Check operation of all control circuits, safety equipment and interlocks, and repair as necessary.
 - e. Ensure that tower sensors for the automated logic system reading correctly for water temp and tower operation.
 - f. Lock out electric to tower pumps and fans.
 - g. Lock out makeup water supply and condenser water to towers.
 - h. Drain and clean towers.

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- i. Inspect towers for any issues.
- j. Update the data in the statewide electronic system accordingly.

XIV. Reports

- A. Generate and submit an Inspection, Start Up and/or Maintenance Service Report noting that the inspection and maintenance were completed for each unit of all systems.
- B. Contractor or Contractor's representative shall complete and submit a bound, hard copy and electronic copy report to OPWDD detailing findings and include a comparison to previously conducted tests. Such reports shall be submitted to the Plant Superintendent or designee within 30 days of test date.
- C. Any defects found must be indicated along with a quotation for repairs.

XV. Miscellaneous Repair Service

- A. Authorization to repair or replace systems or components over \$1,000 must be authorized by OPWDD Work Control Center Plant Superintendent or designee.
- B. If an emergency repair is needed, the technician is to contact 716-462-9527.
- C. Emergency repairs may be authorized by phone.
- D. Notification and cost estimate of needed non-emergency repairs beyond the inspection and maintenance must be e-mailed to OPWDD Work Control Center Plant Superintendent or designee at christopher.s.zuppinger@opwdd.ny.gov within 24 hours for approval before making additional repairs.
- E. All parts and materials needed for repair will be supplied by the Contractor.
- F. Prevailing Wage Rate applicability
 - 1. Prevailing Wage will apply to all repairs, replacements, and modifications provided.
 - 2. Inspections, start-up, and winterization services are not covered by Article 8 of the New York State Labor Law.

XVI. Working Hours

- A. Unless otherwise stated in the contract, all maintenance work to be performed under these specifications shall be performed during the normal working hours of 8:00 am to 5:00 pm, Monday to Friday.
- B. All repair work is to be performed during working hours unless specifically authorized in writing by OPWDD.
- C. Overtime Labor hours are Monday through Friday, 5:01 pm to 7:59 am and all-day Saturday and Sunday.

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D. 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

XVII. Requests for Approval of Work and Verification of Hours

- A. Requests for work and approval of work performed shall only originate from OPWDD Work Control Office. The Contractor's work on-site in response to unauthorized requests are not payable unless subsequently approved by Work Control.
- B. In addition to Contractor's obtaining of Work Control's signature on job ticket, Contractor shall sign the visitor's log on arrival at the site and sign out on the log upon departure from the site as evidence of time spent on the job.

XVIII. Call Back Service: The Contractor shall provide call back service within four (4) hours after receipt of a request for such service by telephone or otherwise from OPWDD. Call back service shall be performed as part of this contract without additional charge. The Contractor shall provide the Plant Superintendent or designee with names and telephone numbers of persons to be contacted.

XIX. Emergency Service: The Contractor shall provide emergency service within four (4) hours after receipt of a request for such service by telephone or otherwise from OPWDD. OPWDD agrees to pay the Contractor for emergency service repairs at the rate set forth in the contract. Travel charges will not 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. One billable hour of labor may be charged for any emergency repair/service that takes less than one hour to complete.

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

XXI. Accounting

A. Job Tickets

1. Job Tickets are to be presented to the OPWDD Work Control upon completion of service. It is advised that the Job Ticket be a three-part form. OPWDD Work Control 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:
 - a) The name of the site
 - b) The type of service completed
 - c) The date of service
 - d) Arrival time and departure time
 - e) The signature of Work Control or designee.

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2. 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 time on site, a requirement for payment. One copy is for your files.

B. Prevailing Wage

Prevailing Wage will apply to all maintenance repairs, replacements, and modifications provided under this contract. The PRC number for this contract is PRC#2023004581. A copy of the Contractor's certified payroll is required to be submitted with invoices, where prevailing wages are applicable, before payment for services is rendered. Inspections, start-up, and winterization services are not covered by Article 8 of the New York State Labor Law.

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. 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 Western NY DDSOO
Unit ID: 3660242
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 State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments.

Exhibit A – Equipment List

Building 1	
Items	Quantity
Weil McLain Boilers (310,000 BTU, each)	2
Zone Pumps	3
Control Valves	3
Unit Heaters	3
Water Source Heat Pumps	5
Cooling Tower -w- Fan and Pump	1
Expansion Tank	1
Andover Control Panel	1
A/C Split System	1

Building 61	
Items	Quantity
Fulton Boilers (500,000 MBTU, each)	2
Base Mount Circulating Pumps	2
Fan Coil Cabinet Heaters	3
Fan Coil Unit Heaters	11
DHW Circulating Pump	1
DHW Converter Pump and Valve	1
Rooftop Exhaust Fans	7
Expansion Tank	1
Andover Control Panel	1

Building 16	
Items	Quantity
Fulton Boilers* (1,000,000 BTU, each)	9
Base Mount Circulating Pumps	10
Vertical Mount Pumps	2
DHW Circulating Pumps	2
DHW Converter Pump and Valve	1
Exhaust Fans - <i>Centrifugal (13); Rooftop (9); Cabinet (2); Wall Mount (1); Propeller (1)</i>	26
Heating and Ventilation Fans	3
Fan Coil Cabinet Units	18
A/C Split Systems (Seasonal)	2
Carrier 30-Ton Package A/C Chiller	1
Cooling Tower w/Fan and Pump	1
Expansion Tanks	7
Andover Control Panels	6
Cabinet Fan Coil Units (Heating/Cooling)	25

Building 63/64	
Items	Quantity
Weil McLain Boilers (500,000 BTU, each)	2
Base Mount Circulating Pumps	2
DHW Circulating Pump	1
DHW Converter Pump and Valve	1
Fan Coil Heaters	13
Cabinet Heaters	2
Rooftop Exhaust Fans	4
Nat. Gas Hanging Unit Heaters	4
Expansion Tank	1
Andover Control Panel	1

This list contains only the active equipment at these locations and does not contain any room thermostats or associated control valves.

***Please note Building 16 has three recently installed boilers that will have a warranty for at least the first-year post installation date.**

Cost Proposal Form

Directions: Place the price for Annual Start-Up, Inspection, and Maintenance Services for each building and add them together for the Total Annual Start-Up, Inspection, and Maintenance Services Cost (A).

Place the Non-Routine Repair Rate Per Hour for business, weekend, and holiday hours, and multiply by their estimated hours. Add all 3 together for the Total Annual Estimated Non-Routine Repair Cost (B).

Place your percentage mark up and then multiply the Estimated Annual Parts Cost by the percentage for the Parts Mark Up amount. Add the Parts Mark Up amount to the Estimated Annual Parts amount for the Total Annual Estimated Parts with Mark-Up Cost (C).

On the Summary and Signature Page (page 40), list the prices for Total Annual Start-Up, Inspection and Maintenance Services Cost (A), Total Annual Estimated Non-Routine Repair Cost (B), and Total Annual Estimated Parts with Mark Up Cost (C), and then add the three together for the Total Annual Estimated Combined Cost. Make sure to sign the Cost Proposal Form at the bottom of the page.

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Annual Start-Up, Inspection, and Maintenance Services Cost	
Site	Annual Cost
1. Building #1	\$
2. Building #16	+\$
3. Building #61	+\$
4. Building #63/64	+\$
Total Annual Start-Up, Inspection, and Maintenance Services Cost (A) =	\$

Non-Routine Repair Rate Per Hour			
Business Hours Monday-Friday 8:00am – 5:00pm	\$	X Estimated 230 Hrs. =	\$
Weekend Hours Monday-Friday 5:01pm-7:59am & Sat/Sun 12:00am-11:59pm	\$	X Estimated 80 Hrs. =	+\$
Holiday Hours	\$	X Estimated 15 Hrs. =	+\$
Total Annual Estimated Non-Routine Repair Cost (B) =			\$

Parts with Mark Up *Parts Mark Up not to exceed 20%			
Parts Mark Up	%	X \$15,000.00 = (Estimated Annual Parts Cost)	\$
Annual Estimated Parts Cost			+\$15,000.00
Total Annual Estimated Parts with Mark Up Cost (C) =			\$

Summary and Signature Page

Total Annual Start-Up, Inspection, and Maintenance Services Cost (A)	\$
Total Annual Estimated Non-Routine Repair Cost (B)	\$
Total Annual Estimated Parts with Mark Up Cost (C)	\$

Total Annual Estimated Combined Cost (A + B + C) =	\$
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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: _____ E-mail: _____

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.