



**Office for People With  
Developmental Disabilities**

**KATHY HOCHUL**  
Governor

**KERRI E. NEIFELD**  
Commissioner

**WILLOW BAER**  
Executive Deputy Commissioner

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

**Bernard Fineson Developmental Disabilities  
State Operations Office**

**2024-2029 Preventive Maintenance &  
Emergency Services for HVAC & Domestic  
Hot Water Systems for Campus Cottages 1-8  
in Queens County**

**IFB BF 043024**

**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. Bernard Fineson Developmental Disabilities State Operations Office (hereinafter “OPWDD”) is an agency of OPWDD serving Queens County.

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  
Christopher Davis, CMS 2  
Laura Pushkarsh, CMS 2  
Deborah Grieco, CMS 3**  
**OPWDD Contract Management Unit**  
**26 Center Circle**  
**Wassaic, New York 12592-2637**  
**Phone: 845-877-6821 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                        | 01 April 2024               |
| <b>Mandatory Site Visit</b>             | <b>9:00am 10 April 2024</b> |
| Final Date for Receipt of Questions     | 15 April 2024               |
| Official Responses to Questions By      | 19 April 2024               |
| <b>Proposal Due Date – Bid Opening*</b> | <b>2:00pm 30 April 2024</b> |
| Evaluation & Selection                  | 07 May 2024                 |
| Notification of Awards                  | 07 May 2024                 |
| <br>                                    |                             |
| Contract start date (subject to change) | 01 July 2024                |

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

**OPWDD has sole discretion to change the above dates**

#### 4. Objective of this IFB

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

#### 5. General Description of Services

This IFB is for interested bidders to submit a bid for Preventive Maintenance & Emergency Services for HVAC & Domestic Hot Water Systems for Campus Cottages 1-8 for OPWDD sites, 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 **Bernard Fineson DDSOO Cottages 1-8** will be held at **9:00am on April 10<sup>th</sup>, 2024, at 80-45 Winchester Blvd, Queens Village, NY 11427**. Bidders are to sign in at the Safety Desk inside the front entrance upon arrival. For questions about the location of the site visit only, potential Bidders may contact Michael Ricca or Cecil Lalla by calling 718-722-6793. It is strongly recommended that Bidders interested in attending the site visit confirm their intention to attend by emailing the Contract Management Unit at [eny.nyc.li.contracthub@opwdd.ny.gov](mailto:eny.nyc.li.contracthub@opwdd.ny.gov).

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, New York-Newark-Jersey City, 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.

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 BF 043024**  
C/O Keith Ryer, CMS 1  
26 Center Circle, Building 58, Service Building  
Wassaic, New York, 12592-2637

- (4) Bid Opening will be done via Web Ex following standard formal bid opening procedures. If bidders wish to “attend”, they may do so by calling: **1-518-549-0500 at 2:00pm 30 April 2024**. Bidders will be asked for an ATTENDEE CODE. Enter **161 304 7871 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 five (5) work references that will verify that the bidder or its principals have at least five (5) years of relevant experience to complete the work as listed in Qualifications and Scope of Work.

**C. Late Bids**

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

## **14. Procurement Information, Mandatory Requirements**

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

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

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

during the Restricted Period regarding this procurement must be made with the OPWDD designated contact person.

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

## **B. Questions Regarding this Procurement**

All questions regarding this procurement must be submitted in writing, by fax, mail, or e-mail to the contact person listed in **Section 2, 'Designated Contact Person(s) For Inquiries & Submission'** of this solicitation. Questions that are emailed must be submitted via email address to [eny.nyc.li.contracthub@opwdd.ny.gov](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 & Submission'**, 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;
  - 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 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 interest in the bidder interest has no business operations in Northern Ireland. If the bidder or any of its aforementioned affiliations has business operations in Northern Ireland, then they shall take lawful steps in good faith to conduct any business operations that it has in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of their compliance with such Principles.

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

In accordance with New York State Finance Law § 139-k (5), the bidder, by submission of this bid, certifies that they are subject to the provisions of State Finance Law §§ 139-k and 139-j and all information provided to OPWDD with respect to State Finance Law § 139-k is complete, true, and accurate.

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

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

**U. Bidder Disclosure of Prior Non-Responsibility Determinations**

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

As part of its responsibility determination, State Finance Law § 139-k (3) mandates consideration of whether a bidder fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any bidder that fails to timely disclose accurate

or complete information under this section, unless a finding is made that the award of the Procurement Contract to the bidder is necessary to protect public property or public health safety, and that the bidder is the only source capable of supplying the required Article of Procurement within the necessary timeframe.

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

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

#### **V. Non-Collusive Bidding Certification**

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

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

#### **W. Public Officers Law Certification**

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



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

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

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

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

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

### **15. Consumer Safety Information**

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

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

### **16. Consultant Disclosure**

Effective June 19, 2006, contractors doing business with the State of New York in a "consulting" capacity will be required to file forms disclosing, by employment category, the number of persons

employed by them and their subcontractors (if any) as a consulting firm or an individual consultant; the number of hours worked; and the monetary compensation received from the State of New York for work performed by these employees. Reporting will be required via the utilization of two separate forms – “Form A” and “Form B”.

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

## **17. Evaluation Criteria: Method of Award**

### **A. Contract Award**

OPWDD will select the responsible and responsive Bidder that will provide the lowest Total Annual Estimated Combined Cost. One award will be made from this bid. Bidders must bid on all sites in order to be considered. All bids must be submitted on an original Cost Proposal Form (pages 29-31). 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 vendor submits a cost proposal which contains mathematical errors, the Total Annual Estimated Combined Cost will be calculated using Annual Price per Site, Hourly Labor Rate, and Bidder’s Mark-up %.

### **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) and Water Heater Inspections, Start Up, and/or Maintenance and Repair/Replacement Service

#### Statement of Work

Bernard Fineson DDSOO is an agency of the Office for People with Developmental Disabilities, hereinafter "OPWDD". The homes are residences of a developmentally disabled population including some individuals who are medically or physically disabled, as well as some who are confined to wheelchairs. The following specifications cover Heating, Ventilation, and Air Conditioning (HVAC) and Water Heater Inspections, Start Up, and/or Maintenance and Repair/Replacement Service for Bernard Fineson DDSOO locations in Queens County. A location listing with addresses and telephone numbers is included in Exhibit A – Site and Equipment List.

**This is not residential HVAC equipment. Vendors without sufficient experience in servicing commercial/industrial equipment will not be considered. This system consists of 20 large commercial HVAC units with BTU outputs of 160k each and auxiliary equipment as listed.**

ALL ANNUAL SPRING AIR CONDITIONING SERVICE INSPECTIONS MUST BE COMPLETED BY MAY 15TH OF EACH YEAR.

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

WATER HEATER SERVICE INSPECTIONS ARE TO TAKE PLACE BETWEEN April 1<sup>ST</sup> THROUGH MAY 15<sup>TH</sup> AND AUGUST 1<sup>ST</sup> THROUGH SEPTEMBER 30<sup>TH</sup>.

Initial service inspections of all air conditioning systems are to be performed between April 1<sup>st</sup> and May 15<sup>th</sup> of each contract year. The second servicing shall take place within 3 after the initial service inspection. Initial service inspections of heating systems are to be performed between August 1<sup>st</sup> and September 30<sup>th</sup> of each contract year. The second servicing shall take place 3 months after the initial service inspection. Initial Water Heater service inspections are to take place between April 1st and May 15th for the first, and August 1st and September 30th for the second. The Contractor must schedule a visit for annual service inspections with each House Manager (HM), prior to service to ensure access to the residence.

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 and contract. The day of the service visit must have appropriate temperatures to enable service provision.

Contractor shall utilize Preventive Maintenance (PM) 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, tools, etc., which are required for proper maintenance of the apparatus concerned.

Air filters will be provided by OPWDD. All other miscellaneous materials, supplies (lubricants, belts, tools, test instruments, meters, etc.), and equipment necessary to provide preventative maintenance shall be supplied by the Contractor and shall be included in the cost of the service program.

OPWDD will provide an employee to escort and assist the contractor in servicing the HVAC units and water heaters.

Broken and/or replaced parts and miscellaneous materials (rags, brushes, old oil, used speedy dry, etc.) used during the repair process of equipment are to be removed off site and disposed of properly. Broken parts may be requested to be turned over to the DDSOO for inspection.

During the course of the service program, 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 in OPWDD facilities shall include at least one journeyman level supervisory technician with a minimum of 5 years' experience working on large commercial HVAC units with BTU output above 160k. All technicians must have an EPA approved Universal Certificate of CFC qualification. Any documentation relating to the technicians training or certification must be made available to OPWDD. Credentials and references must be provided.

### **Detailed Specifications**

#### **I. Commercial HVAC Units (Sterling) - Inspections/Service of Equipment**

##### **A. General PM (Quarterly)**

1. Examine each piece of equipment and device to see that it is functioning properly and is in good operational condition.
2. Complete cleaning of units and removal of dirt, debris, droppings, etc. in and around units.
3. Clean all components of dust, old lubricants, etc. to allow the equipment to function as designed.
4. Reattachment of any missing sheet metal covers on units.
5. Replacement of electrical conduit box and motor box covers and lids.
6. Ensure all wire harnesses, wiring, and conduits are secure.
7. Start/run systems and equipment. Check overall performance.
8. Adjust all linkage, motors, drives, etc. that have drifted from the initial design settings and positions.
9. Ensure duct systems are free of obstructions and can perform the required function. Work includes, but is not necessarily limited to the following:
  - a. Inspect all ductwork for loose or missing insulation. Where necessary, repair and/or replace. When this is discovered, contact the DDSO Work Control office for approval of work outside contract amount.
  - b. Inspect all ductwork for loose duct tape or access panels (that would allow air leakage); repair or replace as needed.
10. Clean all blowers, air pumps, and accessories to provide for optimal airflow.
11. Replace main filters quarterly Size of the filters are 20x20 x2, quantity consist of 8 filters per unit. Filters provided by OPWDD.

12. Vacuum out all supply and return diffusers. Where cold/heat air boxes exist, remove grills, and vacuum out boxes.
13. Remove grills and vacuum all supply air registers.
14. Check operation of supply, return, and exhaust fans making any adjustments and performing any lubrication and/or fan belt adjustment or replacement, if applicable.
15. Check proper operation of outside/return air mixing dampers and associated damper controls and wiring.
16. Check and lubricate blower motors and cages for proper operation.
17. Clean blower cages.
18. Check integrity of drain pan. Provide and place biocide tablets in same.
19. Test run unit for proper operation.
20. 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.
21. Check operation of volume dampers, balance system as necessary.
22. Check condensate drains and pumps for proper operation, clean if necessary
23. Provide biocide tablets and place in condensate pans.
24. Check operation of thermostat fan switch and all interfaced control systems for proper fan operation.
25. Exercise all heating, cooling system valves by fully opening and closing.
26. Clean and maintain all HVAC vents and fresh air intakes as necessary to keep them in good operating condition.

B. Heating PM (Semiannually)

1. Check and inspect all electrical circuits and thermostats for proper operations.
2. Inspect and clean heat exchanger and burner drawers.
3. Inspect spark ignition and flame proving system for proper operation. Clean flame proving device.
4. Inspect and clean all combustion exhaust vent piping to the point it enters the chimney or flue.
5. Check and inspect all exhaust fans for proper operation.
6. Check and inspect all damper motors for proper operation.
7. Check and inspect all Air Handling Unit (AHU) motor housings for proper operation.
8. Check and inspect all AHU supply and return motors, 1 in each AHU.
9. Check gas valve for proper operation.
10. Test run unit for proper operation.
11. Test all safety circuits for proper operation.
12. Clean and inspect barometric damper and flue piping.

C. Cooling PM (Semiannually)

1. Check and inspect all electrical circuits and controls for proper operations.
2. Check and ensure proper refrigerant charge. Replace or recharge as needed.
3. Clean condenser coil and check operation of condenser fan.
4. Clean evaporator coil with EPA approved non-corrosive coil cleaner.
  - a. The standard for cleanliness for an acceptable coil is that the coil surface must be fully void of dirt and debris, and light must pass through the coil fins. Upon completion of the cleaning of the coils, the Contractor shall submit a signed worksheet denoting the coils that were cleaned, the pre-cleaned condition of the coils, and an estimate of when the coils might require cleaning again.
5. Check condition of expansion valve and record superheat.

6. Check operation of crankcase heaters, if applicable.
7. Connect gauges and check operating pressures.
  - a. Record liquid line and suction line pressures.
8. Check for signs of refrigerant leaks.
  - a. Refill refrigerant as necessary.
9. Check all motor amperage draws.
10. Record air temperature differential across evaporator coil.
11. Check evaporator suction line temperature.
12. Lubricate moving parts as applicable.
13. Check belts and adjust tension, if needed.
14. Check pressure cut-out settings.
15. Check start capacitors and potential relays, if applicable.
16. Check compressor contactor.

## **II. Water Heaters – Inspections/Servicing of Equipment**

### **A. General PM (Semiannually)**

1. Examine each piece of equipment and device to see that it is functioning properly and is in good operational condition.
2. Complete cleaning of units and removal of dirt, debris, droppings, etc. in and around units.
3. Clean all components of dust, old lubricants, etc. to allow the equipment to function as designed.
4. Reattach sheet metal covers on units.
5. Replace electrical conduit box covers and lids as needed.
6. Ensure all wire harnesses, wiring, and conduits are secure.
7. Remove gas burner and vacuum out chamber and clean pilot and flame sensor.
8. Remove and clean vent pipe and inspect passage to the point it enters the chimney.
9. Change thermo-couple, if applicable.
10. Check all safeties.
11. Test run unit.
12. Manually flush hot water tanks until clear (through boiler drain).
13. Check hot water safety solenoid and aquastat.
14. Check and inspect recirculation pumps and mixing valves for proper operation.
15. Lubricate moving parts as applicable.
16. Exercise all valves by fully opening and closing.

## **III. 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. The report must indicate the system's manufacturer and the model and/or serial number of the unit(s) serviced and record combustion efficiency test results. Any defects found must be indicated along with a quotation for repairs.
- B. Leave a copy of the report at the facility and provide a copy to the Work Control Center WITHIN 48 HOURS, as well as to the following email: Christopher.X.Mulhall@opwdd.ny.gov and Phil.X.Savours@opwdd.ny.gov.

#### **IV. Miscellaneous Repair/Replacement Service**

- A. Authorization to repair or replace systems or components over \$1,000 must be authorized by the Work Control Center Plant Superintendent or designee. Supply Plant Superintendent or designee a written cost estimate after verbal approval.
- B. If an emergency repair is needed, Contractor is to contact 718-722-6794 or 718-217-2282. Emergency repairs may be authorized by phone.
- C. Notification & cost estimate of needed non-emergency repairs beyond the inspection and maintenance must be faxed to the Work Control Center Plant Superintendent or designee at 718-722-6794 or sent via email to Christopher.X.Mulhall@opwdd.ny.gov and Phil.X.Savours@opwdd.ny.gov within 24 hours for approval before making additional repairs.
- D. All parts, materials, and equipment needed for repair/replacement will be supplied by the Contractor and included in the contracted pricing.

#### **V. Working Hours**

- A. The inspections, start up, and/or 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/replacement work is to be performed during normal working hours unless specifically authorized in writing by the DDSOO.
- C. Off Hours Labor hours are Monday to Friday, 5:01 pm – 7:59 am, and Saturday and Sunday, 12:00 am to 11:59 pm.
- 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

#### **VI. Requests for and Approval of Work, and Verification of Hours**

- A. Requests for work and approval of work performed shall only originate from the DDSOO Work Control Office. House Managers and staff are not authorized to request or approve the Contractor's services. The Contractor's work on-site in response to unauthorized requests are not payable unless subsequently approved by Work Control. The signing of Contractor's job ticket by other than Work Control personnel shall only constitute an acknowledgment that Contractor has performed the services listed on the ticket and shall not constitute approval of the same.
- B. In addition to Contractor's obtaining of House Manager/staff or Work Control signature on job ticket, Contractor shall sign in on house 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. Failure to sign in and out on the house log shall limit payable job site time charges to two hours unless otherwise verifiable to the Work Control Supervisor's satisfaction.

**VII. 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 the DDSOO. Call back service shall be performed as part of this contract without additional charge. The Contractor shall provide the Work Control Center Supervisor with names and telephone numbers of persons to be contacted.

**VIII. 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 the DDSOO. The DDSOO agrees to pay the Contractor for emergency service repairs/replacements at the rate set forth in the Cost Proposal. 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/replacement service that takes less than one hour to complete.

**IX. Other Information**

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

**X. Contractor Liability**

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

**XI. Accounting****A. Job Tickets**

1. Job Tickets are to be presented to the House Manager or designee upon completion of service. It is advised that the Job Ticket be a three-part form. House Manager or designee will sign Job Tickets to verify Contractor's time spent on site. The following information is to be recorded on each Job Ticket:
  - 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 House Manager or designee
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 Job 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# 2024002411. 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 Bernard Fineson DDSOO  
Unit ID: 3660231  
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 – Site and Equipment Listing

| Quantity of Equipment to be Serviced by Cottage |                |    |    |    |    |    |    |    |
|---|----------------|----|----|----|----|----|----|----|
| Equipment Type                                  | Cottage Number |    |    |    |    |    |    |    |
|   | #1             | #2 | #3 | #4 | #5 | #6 | #7 | #8 |
| ACCU  | 2              | 2  | 2  | 2  | 2  | 2  | 4  | 4  |
| AHU   | 2              | 2  | 2  | 2  | 2  | 2  | 4  | 4  |
| Hot Water Heater                                | 2              | 2  | 2  | 2  | 2  | 2  | 2  | 2  |
| Circulating Pump                                | 1              | 1  | 1  | 1  | 1  | 1  | 2  | 2  |
| Mixing Valve                                    | 1              | 1  | 1  | 1  | 1  | 1  | 2  | 2  |

| Cottage 1<br>80-45 Winchester Blvd. Building 80-01, Queens Village, NY 11427 |                |                     |
|--|----------------|---------------------|
| Type   | Manufacturer   | Model               |
| Air Cooled Condensing Unit (ACCU)  | York           | HA120               |
| Air Handling Unit (AHU)  | Sterling       | MU20A1KB41P4NA3B5H3 |
| Hot Water Heater   | PVI            | 250N125A-TP         |
| Hot Water Heater   | PVI            | 1000N250A-TP        |
| Circulating Pump   | Bell & Gossett | PL-45B              |
| Mixing Valve   | Holby          | 1 1/2"              |

| Cottage 2<br>80-45 Winchester Blvd. Building 80-02, Queens Village, NY 11427 |                |                     |
|--|----------------|---------------------|
| Type   | Manufacturer   | Model               |
| Air Cooled Condensing Unit (ACCU)  | York           | HA120               |
| Air Handling Unit (AHU)  | Sterling       | MU20A1KB41P4NA3B5H3 |
| Hot Water Heater   | PVI            | 250N125A-TP         |
| Hot Water Heater   | Rheem          | XG75T06PV76UO       |
| Circulating Pump   | Bell & Gossett | PL-45B              |
| Mixing Valve   | Holby          | 1 1/2"              |

| Cottage 3<br>80-45 Winchester Blvd. Building 80-03, Queens Village, NY 11427 |                |                     |
|--|----------------|---------------------|
| Type   | Manufacturer   | Model               |
| Air Cooled Condensing Unit (ACCU)  | York           | HA120               |
| Air Handling Unit (AHU)  | Sterling       | MU20A1KB41P4NA3B5H3 |
| Hot Water Heater   | PVI            | 250N125A-TP         |
| Hot Water Heater   | PVI            | 250N125A-TP         |
| Circulating Pump   | Bell & Gossett | PL-45B              |
| Mixing Valve   | Holby          | 1 1/2"              |

## Invitation for Bid

| <b>Cottage 4</b>   |                     |                     |
|--|---------------------|---------------------|
| <b>80-45 Winchester Blvd. Building 80-04, Queens Village, NY 11427</b> |                     |                     |
| <b>Type</b>  | <b>Manufacturer</b> | <b>Model</b>        |
| Air Cooled Condensing Unit (ACCU)                                      | York                | HA120               |
| Air Handling Unit (AHU)  | Sterling            | MU20A1KB41P4NA3B5H3 |
| Hot Water Heater   | Rheem               | GHE10055-250A       |
| Hot Water Heater   | PVI                 | 250N125A-TP         |
| Circulating Pump   | Bell & Gossett      | PL-45B              |
| Mixing Valve   | Holby               | 1 1/2"              |

| <b>Cottage 5</b>   |                     |                     |
|--|---------------------|---------------------|
| <b>80-45 Winchester Blvd. Building 80-05, Queens Village, NY 11427</b> |                     |                     |
| <b>Type</b>  | <b>Manufacturer</b> | <b>Model</b>        |
| Air Cooled Condensing Unit (ACCU)                                      | York                | HA120               |
| Air Handling Unit (AHU)  | Sterling            | MU20A1KB41P4NA3B5H3 |
| Hot Water Heater   | Rheem               | GHE10055-250A       |
| Hot Water Heater   | Rheem               | GHE10055-250A       |
| Circulating Pump   | Bell & Gossett      | PL-45B              |
| Mixing Valve   | Holby               | 1 1/2"              |

| <b>Cottage 6</b>   |                     |                     |
|--|---------------------|---------------------|
| <b>80-45 Winchester Blvd. Building 80-06, Queens Village, NY 11427</b> |                     |                     |
| <b>Type</b>  | <b>Manufacturer</b> | <b>Model</b>        |
| Air Cooled Condensing Unit (ACCU)                                      | York                | HA120               |
| Air Handling Unit (AHU)  | Sterling            | MU20A1KB41P4NA3B5H3 |
| Hot Water Heater   | Bradford White      | RG2PV75H6N          |
| Hot Water Heater   | A. O. Smith         | GPVX-75L 310        |
| Circulating Pump   | Bell & Gossett      | PL-45B              |
| Mixing Valve   | Holby               | 1 1/2"              |

| <b>Cottage 7</b>   |                     |                     |
|--|---------------------|---------------------|
| <b>80-45 Winchester Blvd. Building 80-07, Queens Village, NY 11427</b> |                     |                     |
| <b>Type</b>  | <b>Manufacturer</b> | <b>Model</b>        |
| Air Cooled Condensing Unit (ACCU)                                      | York                | HA120               |
| Air Handling Unit (AHU)  | Sterling            | MU20A1KB41P4NA3B5H3 |
| Hot Water Heater   | PVI                 | 1000N250A-TP        |
| Hot Water Heater   | PVI                 | 1000N250A-TP        |
| Circulating Pump   | Bell & Gossett      | PL-45B              |
| Mixing Valve   | Holby               | 1 1/2"              |

## Invitation for Bid

| <b>Cottage 8</b>   |                     |                     |
|--|---------------------|---------------------|
| <b>80-45 Winchester Blvd. Building 80-08, Queens Village, NY 11427</b> |                     |                     |
| <b>Type</b>  | <b>Manufacturer</b> | <b>Model</b>        |
| Air Cooled Condensing Unit (ACCU)                                      | York                | HA120               |
| Air Handling Unit (AHU)  | Sterling            | MU20A1KB41P4NA3B5H3 |
| Hot Water Heater   | A. O. Smith         | FCG-100 400         |
| Hot Water Heater   | A. O. Smith         | FCG-100 400         |
| Circulating Pump   | Bell & Gossett      | PL-45B              |
| Mixing Valve   | Holby               | 1 1/2"              |

**Additional Details**

1. AHU has a gas controlled solid state ignition system that works on sensors to start up.
2. (1) Sterling Heat Exchanger with burner drawer per each AHU.
3. (2) Belimo damper actuator motors per each AHU.
4. (1) Belimo damper actuator motor per each Hot Water Heater.
5. (5) Belimo damper modules / sensors to send signal back to air handler / thermostatic control.
6. (1) supply AHU motor and (1) return AHU motor per each AHU.
7. (1) Honeywell T199A Proportional temperature controllers per Cottage in Cottages 1-6.
8. (1) Honeywell T7350 programable thermostat located in controller box per Cottage in Cottages 1-6.
9. (1) Fan relay per each AHU.
10. (1) Discharge air sensor per each AHU.
11. (1) motion sensor per Cottage in Cottages 1-6.
12. MR-800 series multi-volt control relays for exhaust fans.
13. (1) Gas control regulator per Cottage in Cottages 1-6.
14. (5) Series 90 IV motors to operate dampers and valves per Cottage in Cottages 1-6.
15. (2) Belts and motor housings per each AHU.
16. (1) JCI system 350 Humidity Controls requiring humidity sensor and pressure stage modules per each AHU.
17. (1) Honeywell enthalpy controller, 24Vac per each AHU.
18. (2) W859 F control modules to lock out heat when AC is on per each AHU.
19. The filters currently being used in the AHU units are MERV 8. Filters rated as any higher will prevent proper air flow.
20. Cottages 7 and 8 have JCI facilitator Units.

## Cost Proposal Form

Contractor must bid on every site. 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.

### Annual Inspection, Start-Up, and Preventive Maintenance Cost

1. Enter an Annual Price per Site for each site listed.
2. Add up the Annual Price per Site column and enter that total in the Total Annual Inspection, Start-up, and Preventive Maintenance Cost (A) box.

### Annual Estimated Labor Cost for Repair

1. Record the Hourly Labor Rate for each category listed.
2. Multiply each hourly rate listed by the Estimated Hours Needed for each category and enter its total in the box for Estimated Labor Cost.
3. Add together all totals in the Estimated Labor Cost column and record the sum in the Total Annual Estimated Labor Cost for Repair (B) box.

### Annual Estimated Parts Cost plus Mark-up

1. Record your proposed Mark-up percentage under Bidder's Mark-up %. *Please note that Mark-up is capped at 20%. All bids over 20% will be reduced to the maximum allowed.*
2. Multiply the Estimated Annual Parts Cost by the Bidder's Mark-up % to get the Bidder's Mark-up Total.
3. Add together the Estimated Annual Parts Cost and the Bidder's Mark-up Total to determine Estimated Annual Parts Cost + Bidder's Mark-up Total (C).

### Total Annual Estimated Combined Cost

1. Add together the sum of Total Annual Inspection, Start-up, and Preventive Maintenance Cost (A), Total Annual Estimated Labor Cost for Repair (B), and Estimated Annual Parts Cost + Bidder's Mark-up (C).
2. Place this total in the box labeled Total Annual Estimated Combined Cost (A+B+C) on The Cost Proposal Summary and Signature Page (Page 31)

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

**In the event mathematical errors occur, the figures provided for Annual Price per Site, Hourly Labor Rate, and Bidder's Mark-up % will be used to calculate final bid totals.**

**Make sure to sign and complete the Cost Proposal Summary and Signature Page. Failure to do so may result in the disqualification of your bid.**

| Annual Inspection, Start-Up, and Preventive Maintenance Cost                  |   |                       |
|---|---|-----------------------|
| Site  |   | Annual Price per Site |
| Cottage 1   | 80-45 Winchester Blvd. Building 80-01, Queens Village, NY 11427 | \$                    |
| Cottage 2   | 80-45 Winchester Blvd. Building 80-02, Queens Village, NY 11427 | \$                    |
| Cottage 3   | 80-45 Winchester Blvd. Building 80-03, Queens Village, NY 11427 | \$                    |
| Cottage 4   | 80-45 Winchester Blvd. Building 80-04, Queens Village, NY 11427 | \$                    |
| Cottage 5   | 80-45 Winchester Blvd. Building 80-05, Queens Village, NY 11427 | \$                    |
| Cottage 6   | 80-45 Winchester Blvd. Building 80-06, Queens Village, NY 11427 | \$                    |
| Cottage 7   | 80-45 Winchester Blvd. Building 80-07, Queens Village, NY 11427 | \$                    |
| Cottage 8   | 80-45 Winchester Blvd. Building 80-08, Queens Village, NY 11427 | \$                    |
| <b>Total Annual Inspection, Start-up, and Preventive Maintenance Cost (A)</b> |   | <b>\$</b>             |

| Annual Estimated Labor Cost for Repair                  |                   |                        |                      |
|---|-------------------|------------------------|----------------------|
|   | Hourly Labor Rate | Estimated Hours Needed | Estimated Labor Cost |
| Mon-Fri 8:00am – 4:59pm                                 | \$                | <b>100</b>             | \$                   |
| Mon-Fri 5:00pm-7:59am & Sat/Sun 12:00am-11:59pm         | \$                | <b>40</b>              | \$                   |
| Holiday   | \$                | <b>4</b>               | \$                   |
| <b>Total Annual Estimated Labor Cost for Repair (B)</b> |                   |                        | <b>\$</b>            |

| Annual Estimated Parts Cost plus Mark-up |   |                        |  |
|--|---|------------------------|--|
| Estimated Annual Parts Cost              | Bidder's Mark-up %<br><i>(Mark-up is capped at 20%)</i> | Bidder's Mark-up Total | Estimated Annual Parts Cost + Bidder's Mark-up Total (C) |
| \$ <b>43,000.00</b>                      | %   | \$                     | \$   |

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

### Cost Proposal Summary and Signature Page

|   |           |
|---|-----------|
| <b>Total Annual Estimated Combined Cost</b>             |           |
| <b>Total Annual Estimated Combined Cost (A + B + C)</b> | <b>\$</b> |

\_\_\_\_\_

Bidder Signature

Print Name & Title

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

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

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

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

Date: \_\_\_\_\_ Email: \_\_\_\_\_

### No-Bid Form

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

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

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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.