NEW YORK STATE | Office for People With Developmental Disabilities

KATHY HOCHUL
Governor
WILLOW BAER
Commissioner

OPWDD Contract Management Unit on behalf of:

Western NY Developmental Disabilities State Operations Office

2026-2031 Heating, Ventilation, and Air Conditioning (HVAC) Services for Day Habilitation Facilities in Cattaraugus County

IFB WN 111825

Invitation for Bid

BID CONTENTS

1. INTRODUCTION 3
2. DESIGNATED CONTACT PERSON(S) FOR INQUIRIES & SUBMISSION 3
3. TIMETABLE OF PROPOSAL DUE DATES 3
4. OBJECTIVE OF THIS IFB 3
5. GENERAL DESCRIPTION OF SERVICES 4
6. SITE INSPECTIONS 4
7. NOTICE TO POTENTIAL BIDDERS 4
8. TERM OF THE CONTRACT 4
9. PAYMENT 4
10. WAGE AND HOURS PROVISIONS 5
11. SUBCONTRACTING 5
12. INSURANCE 5
13. SUBMISSION OF PROPOSALS 6
A. Submission Requirements 6
B. References 7
C. Late Bids 7
14. PROCUREMENT INFORMATION, MANDATORY REQUIREMENTS 7
A. Procurement Lobbying Law Requirements pursuant to State Finance Law §§ 139-j and 139-k 7
B. Questions Regarding this Procurement 8
C. OPWDD Rights 8
D. Incurred Costs 9
E. Content of Proposals 9
F. Period of Validity 9
G. Notice of Award, Debriefing and Bid Protests 9
H. Public Information Requirements / Confidentiality / Publication Rights 10
I. Affirmative Action 11
J. Prime Contractor's Responsibility 11
K. Public Officer's Law Requirements 12
L. Omnibus Procurement Act 12
M. Contract Execution 12
N. Vendor Responsibility Questionnaire 12
O. Health Information Portability and Accountability Act (HIPAA) 13
P. General Duties and Additional Responsibilities 13
Q. NYS Information Security Breach and Notification Act (NYS Technology Law, § 208) 13
R. Nondiscrimination in Employment in Northern Ireland: MacBride Fair Employment Principles 14
S. Bidder's Certification of Compliance with State Finance Law § 139-k (5) 14
T. Bidder's Affirmation of Understanding and Agreement pursuant to State Finance Law § 139-j (3) and § 139-j (6)(b) 14
U. Bidder Disclosure of Prior Non-Responsibility Determinations 14
V. Non-Collusive Bidding Certification 15
W. Public Officers Law Certification 15
X. Bidder's Affirmation of Understanding Pursuant to State Labor Law § 201-g 16
15. CONSUMER SAFETY INFORMATION 16
16. CONSULTANT DISCLOSURE 16
17. EVALUATION CRITERIA: METHOD OF AWARD 17
QUALIFICATIONS & SCOPE OF WORK 18
COST PROPOSAL FORM 29
NO-BID FORM 32

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

Heather L Clausen, Contract Management Specialist 1 for
Rebecca Whitaker, Contract Management Specialist 2
Laura Pushkarsh, Associate Director of Contracts
Deborah Klase, Associate Director of Contracts
OPWDD Contract Management Unit
26 Center Circle
Wassaic, New York 12592-2637
Phone: 845-877-6821 x3625 Fax: 845-877-3004
eny.nyc.li.contracthub@opwdd.ny.gov

3. Timetable of Proposal Due Dates

IFB Release Date	24 September 2025
Mandatory Site Visit	10:00 AM, 8 October 2025
Final Date for Receipt of Questions	22 October 2025
Official Responses to Questions By	5 November 2025
Proposal Due Date – Bid Opening*	**3:00 PM, 18 November 2025**
Evaluation & Selection	9 December 2025
Notification of Awards	9 December 2025
Contract start date (subject to change)	24 March 2026

*Bid Opening to be via Microsoft Teams. 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 HVAC SERVICES for OPWDD Day Habilitation Facilities, 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 Mandatory Site Inspection. For time and date details, please refer to **Section 3. Timetable of Proposal Due Dates**.

Bidders are asked to meet Travis Emke or designee under the carport at the main entrance of **North Road Day Hab, 10714 North Road, Perrysburg, NY 14129**. Bidders are to sign in upon arrival. Once finished at North Road Day Hab, the group will then proceed to the other two facilities. For questions regarding the locations of the site visit or for directions on the morning of, potential Bidders may call 716-462-9420.

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 § 8 (220-I), Contractor and its subcontractors must be registered with the New York State Department of Labor (NYSDOL) and submit their Certificate of Contractor Registration at the time of the bid submission for any Article 8 project.

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 and Disability Law. The contract shall be void and of no effect unless the successful bidder procures such policy and maintains it during the period of the contract. The Workers Compensation Board website can be found here: www.wcb.ny.gov/

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

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

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

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

13. Submission of Proposals

A. Submission Requirements

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

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

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

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

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

OPWDD
Contract Management Unit – **IFB: WN 111825**
C/O Heather L Clausen, CMS 1
26 Center Circle, Building 58, Service Building
Wassaic, New York, 12592-2637

(4) Bid Opening will be done via Microsoft Teams following standard formal bid opening procedures. If bidders wish to "attend", they may do so by calling: **1-518-801-9699 at 3:00 PM, 18 November 2025**. Bidders will be asked for a PHONE CONFERENCE ID. Enter Meeting ID **785 038 583 followed by the # sign.**

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

B. References

OPWDD may request bidders to submit 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. Upon request, bidders will have 3 business days to submit such references.

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.

14. Procurement Information, Mandatory Requirements

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

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

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

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

B. Questions Regarding this Procurement

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

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

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

C. OPWDD Rights

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

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

(3) OPWDD reserves the right to:
   a. Reject any or all proposals received in response to this IFB (Invitation for Bid);
   b. Withdraw the IFB at any time, at the agency's sole discretion;
   c. Make an award under the IFB in whole or in part;
   d. Disqualify any Bidder whose conduct or proposal fails to conform to the requirements of this IFB. Selection may also include such issues as past performance;
   e. Seek clarifications and revisions of proposals;
   f. Use proposal information obtained through site visits, management interviews and the State's investigation of a bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the bidder in response to the agency's request for clarifying information in the course of evaluation and/or selection under the IFB;

g. Bidders are cautioned to verify their Bids before submission, as amendments to Bids or requests for withdrawal of Bids received by the Commissioner after the time specified for the Bid opening, may not be considered;
h. ***Prior to the bid opening***, amend the IFB specifications to correct errors or oversights, or to supply additional information, as it becomes available;
i. ***Prior to the bid opening***, direct bidders to submit proposal modifications addressing subsequent IFB amendments;
j. Change any of the scheduled dates, including start dates, stated herein upon notice to the Bidders;
k. Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective bidders;
l. Waive any requirements that are not material;
m. Negotiate with the successful bidder within the scope of the IFB in the best interests of the state;
n. Conduct contract negotiations with the next responsible bidder, should the agency be unsuccessful in negotiating with the selected bidder;
o. Utilize any and all ideas submitted in the proposals received;
p. Unless otherwise specified in the solicitation, every offer is firm and not revocable for a period of 60 days from the bid opening; and,
q. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a bidders proposal and/or to determine a bidders compliance with the requirements of the solicitation.

D. Incurred Costs

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

E. Content of Proposals

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

F. Period of Validity

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

G. Notice of Award, Debriefing and Bid Protests

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

(2) OPWDD will notify all unsuccessful Bidders, at or about the time of bid award, of the fact that their proposals were not selected. Each unsuccessful Bidder may at that time request a debriefing by OPWDD as to why its proposal was not selected. The scope of

such debriefings will ordinarily be limited to the strengths and weaknesses of the individual Bidder's proposal unless the contracts resulting from this procurement have been approved by OSC.

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

H. Public Information Requirements / Confidentiality / Publication Rights

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

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

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

a. Should a Bidder wish to request exception from public access to information contained in its proposal, the Bidder must specifically identify the information and explain in detail why public access to the information would be harmful to the Bidder. Use of generic trade secret legends encompassing substantial portions of the proposal or simple assertions of trade secret interest without substantive explanation of the basis therefore will be regarded as non-responsive requests for exception from public access will not be considered by OPWDD in the event of a Freedom of Information request for proposal information is received

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

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

its rights hereunder. Bidder is responsible for informing its employees of the confidentiality requirements of this agreement.

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

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

I. Affirmative Action

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

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

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

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

J. Prime Contractor's Responsibility

In the event the selected Bidder's proposal includes services provided by another firm, it shall be mandatory for the selected Bidder to assume full responsibility for the delivery for such items offered in the proposal. In any event, OPWDD will contract only with a Bidder, not the Bidder's financing institution or subcontractors. OPWDD reserves the right to review and approve all potential subcontractors. For subcontracts valued at $100,000 and over, the subcontractors must demonstrate financial integrity and stability. In these instances, the

subcontractor must complete and execute a Vendor Responsibility Questionnaire. OPWDD shall consider the selected Bidder to be the sole responsible contact with regard to all provisions of the contract resulting from this IFB.

K. Public Officer's Law Requirements

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

L. Omnibus Procurement Act

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

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

A directory of certified minority and women-owned business enterprises is available from the NYS Department of Economic Development, Minority and Women's Business Development Division, 633 Third Avenue 33rd Floor, New York, New York 10017, Tel. (646) 846-7364, email: mwbecertification@esd.ny.gov
website: https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp

M. Contract Execution

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

N. Vendor Responsibility Questionnaire

State agencies are required under State Finance Law § 163 (3) (a) (ii), to ensure that contracts are awarded to responsible vendors. Such requirements include, but are not limited to, the Bidder's qualifications, financial stability, and integrity. The Vendor Responsibility

Questionnaire is required for contracts $100,000 and over. OPWDD will require a complete Vendor Responsibility Questionnaire with your bid proposal if the contract resulting from this procurement is valued at $100,000 and over. Vendors/not-for-profit provider agencies are able to file the Vendor Responsibility Questionnaire (VRQ) online via the New York State VendRep System or may choose to complete and submit a paper questionnaire. To enroll in and use the New York State VendRep System, see the www.osc.state.ny.us/vendrep.

O. Health Information Portability and Accountability Act (HIPAA)

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

P. General Duties and Additional Responsibilities

Maintain a level of cooperation with OPWDD necessary for the proper performance of all contractual responsibilities. Agree that no aspect of bidder performance under the Agreement will be contingent upon State personnel, or the availability of State resources, with the exception of all proposed actions of the bidder specifically identified in the Agreement as requiring OPWDD's approval, policy decisions, policy approvals, exceptions stated in the Agreement or the normal cooperation which can be expected in such a contractual relationship or the equipment agreed to by OPWDD as available for the project completion. Cooperate fully with any other contractor that may be engaged by OPWDD. Agree to meet periodically with OPWDD representatives to resolve issues and problems. Recognize and agree that any and all work performed outside the scope of the Agreement or without consent of OPWDD shall be deemed by OPWDD to be gratuitous and not subject to charge by the bidder.

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

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

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

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

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

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

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

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

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

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

U. Bidder Disclosure of Prior Non-Responsibility Determinations

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

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

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

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

V. Non-Collusive Bidding Certification

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

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

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

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

W. Public Officers Law Certification

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

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

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

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

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

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

15. Consumer Safety Information

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

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

16. Consultant Disclosure

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

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

17. Evaluation Criteria: Method of Award

A. Contract Award

OPWDD will select the responsible and responsive Bidder who attended the Mandatory Site Visit that provides the lowest Total Estimated Annual Combined HVAC Cost. There are three (3) Day Hab Facilities, which will be evaluated together. All three (3) Day Hab Facilities are to be serviced by the bidder who is awarded the contract. All bids must be submitted on an original Cost Proposal Form (pgs. 29-31).

In the event of a tie bid, the award will be made by random selection. Random selection shall be made utilizing random.org/lists/

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 which contains mathematical errors, Part 1: Total Annual HVAC Maintenance Services Cost (K) will be calculated using the pricing submitted for Spring Maintenance (A), Summer Maintenance (B), Fall Maintenance (C), Winter Maintenance (D); Part 2: Total Estimated Annual Labor Cost (L) will be calculated using the pricing submitted for the Hourly Rates for Normal Working Hours, Off Hours, and Holiday; Part 3: Total Estimated Annual Parts Cost with Mark-up (M) will be calculated using the value submitted for Parks Mark-up (I). In the event that a Parts Mark-up percentage exceeds the cap of 20%, the percentage will be reduced to 20% and the Total Estimated Annual Parts Cost with Mark-up (M) will be recalculated. Part 4: Total Estimated Annual Combined HVAC Cost will be recalculated should there be any mathematical errors discovered in Parts 1, 2, 3, or 4.

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) Services

STATEMENT OF WORK

Western NY DDSOO is an agency of the Office for People With Developmental Disabilities, hereinafter "OPWDD", which services 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 are for Heating, Ventilation, and Air Conditioning (HVAC) Services for three (3) Day Habilitation (Day Hab) Programs in Cattaraugus County that are operated by Western NY DDSOO as follows:

Day Hab Program	Address
JN Adam Day Habilitation	12234 Main Street, Perrysburg, NY 14129
North Road Day Habilitation	10714 North Road, Perrysburg, NY 14129
Little Valley Day Habilitation	501 Fair Oak Street, Little Valley, NY 14755

I. GENERAL REQUIREMENTS:

1. Contractor must have all necessary licenses and permits to perform the work as stated in this Scope of Work. Licenses and permits are to be obtained and/or maintained at no cost to the State. All work must conform to all applicable codes and industry best practices.

2. This is a maintenance service and emergency service contract for the equipment listed in Exhibit A - Cattaraugus County Day Hab Equipment List.
   A. For the purpose of this contract, the HVAC Maintenance Service price shall include, but is not necessarily limited to, all labor, travel costs, materials and supplies (lubricants, belts, tools, test instruments, meters, filters, etc.), and equipment necessary for the Contractor to provide preventative maintenance and professionally execute the work on equipment.

   B. Emergency services and non-emergency repairs/replacements beyond inspection and/or maintenance are to be billed at an hourly rate, rounding service time to the nearest quarter hour, with parts, materials, and supplies necessary to complete the emergency service invoiced at cost plus the agreed upon markup percentage. One billable hour of labor may be charged for any emergency repair/replacement service that takes less than one hour to complete.

3. Contractor must attend a kick-off meeting with the Plant Superintendent before starting the contract. This meeting will be scheduled after contractor is awarded an approved contract.

4. A schedule of 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.

5. 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.

6. All material and equipment furnished shall be new and in excellent working condition.

7. Contractor must use products and brands according to manufacturer's specifications or must get prior written approval from the Plant Superintendent or designee.

8. Contractor shall clean up all work areas and remove all debris and waste generated during the course of service from the facility and properly dispose of said debris and waste.

9. Contractor must take all precautions to leave the work area safe and hazard free at the end of each day.

10. 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.

11. Contractor's service technician will sign in and out with Plant Superintendent or designee. Failure to sign in or out shall be understood to mean that service was not performed. A full-service report shall be submitted to OPWDD upon completion of each service.

12. 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.

13. Use of drugs or alcoholic beverages or smoking by the Contractor or its personnel shall NOT be permitted on the facility property. Contractor's employees will adhere to all policies and regulations of OPWDD, including but not limited to, smoking, parking, etc.

14. Storage of equipment at OPWDD sites is not permitted; however, temporary short-term storage of large equipment, that is not easily moved, may be allowed for the duration of an active project. The OPWDD Business Officer or designee will make this determination on a case-by-case basis. Requests for a short-term equipment exception need to be submitted in writing. Written approval from OPWDD's Business Officer or designee is required prior to the beginning of temporary storage.

II. DETAILED MAINTENANCE SERVICE REQUIREMENTS:

All miscellaneous material and supplies (lubricants, belts, tools, test instruments, meters, filters, etc.) necessary to provide HVAC Maintenance shall be supplied by the Contractor and shall be included in the HVAC Maintenance service cost. Equipment to be serviced is listed in Exhibit A: Cattaraugus County Day Hab Equipment List. Maintenance service shall include the following specifications, as applicable to equipment listed at each Day Hab facility:

1. ANNUAL HVAC MAINTENANCE SERVICES (one service per season listed below)

A. SPRING MAINTENANCE (Pre-Season Cooling)

1) Rooftop Unit

a. Check unit thoroughly for refrigerant leaks.
b. Change filters and belts.
c. Check and calibrate safety controls and overloads.
d. Check operation of control circuits.
e. Meg test compressor motor and record readings.
f. Check operation of all motors and starters.
g. Check evaporator and condenser condition and report.
h. Check main starter, tighten all starter terminals and check contacts for wear.
i. Check oil level and add as required.
j. Tighten motor terminals and control panel terminals.

k. Take oil sample for analysis at lab. (moisture and acid).
l. Check crankcase heater.
m. Check external interlocks.
n. Lubricate fan bearings.
o. Lubricate motors.
p. Inspect fan motor and sheaves for wear.
q. Inspect and adjust belt alignment and tension.
r. Check damper operation. Lubricate and adjust as required.
s. Check operation of zone thermostats.
t. Start up and log operation.
u. Make operating log of temperatures, pressures, voltages, amperages, etc.
v. Report any uncorrected deficiencies noted.
w. Clean cooling coils.

B. SUMMER MAINTENANCE

1) Rooftop Unit

a. Change filter.
b. Check general operating condition.
c. Make operating log of temperatures, pressures, voltages, amperages, etc.
d. Test for leaks using leak detector.
e. Report any uncorrected deficiencies noted.
f. Clean cooling coils.

C. FALL MAINTENANCE (Pre-Season Heating)

1) Rooftop Unit

a. Check fan starter.
b. Check fan bearings.
c. Change filters.
d. Check operation of burner and heating elements.
e. Check heating controls.
f. Check operation of control circuit.
g. Inspect fan and motor sheaves for wear.
h. Inspect and adjust belt alignment and tension.
i. Check damper operation. Lubricate and adjust as required.
j. Check operation of motor and starter.
k. Check operation of zone thermostats.
l. Gas heat option:
   - Check operation and calibration of gas components.
   - Check burner sequence of operation.
   - Check and clean combustion blower.
   - Check combustion flame.
   - Inspect heat exchanger.
   - Check and calibrate all operating and safety controls.
m. Report any uncorrected deficiencies noted.

2) Boiler Maintenance

a. Visually check main burner flames.
b. Clean burners if severity of contamination warrants.

c. Check combustion air fan. Clean if needed.
d. Check flow of combustion and ventilation air to the boiler is not obstructed.
e. Clean screens in the venting system.
f. Inspect water circulating pump and oil as necessary.
g. Coils should be cleaned as necessary.
h. Check heat exchanger for sooting.
i. Examine the venting system for leaks.
j. Flush drain hose with water to clean.

3) Pump Maintenance (Not applicable to Little Valley Day Habilitation)
a. Verify smooth operation of pump.
b. Check for leaks on pump seal.
c. Lubricate the motor bearings as necessary, if applicable.

4) Fan Maintenance
a. Check for proper operation and service.
b. Exhaust fans must be kept clean of oil and dust so not to cause imbalance.
c. Check all fasteners.
d. Lubricate bearings and motor that have fittings.
e. Make sure screens are free of debris.

5) System Analysis and Review
a. Operator Workstation Inspection.
b. System Controller Inspection.
c. Verify System Software Programming.
d. System Back-Up.
e. Customer Review.

6) Variable Air Volume Units (VAV) Comprehensive Inspection
a. Inspect VAV box filters. Replace as required.
b. Check damper linkages, set screws and blade adjustment or proper tightness. Lubricate as required.
c. Operate dampers over full modulation range to ensure proper operation. Adjust as required.
d. Check all pilot positioners (if applicable). Repair/replace as required.
e. Inspect condition of damper actuator. Operate actuator over full modulation range to ensure proper operation.
f. Check "integrity" of control valves. Repair as required (i.e. replace packing, etc.).
g. Check to ensure control valves are providing tight shut off of controlled medium. Replace components as required.
h. Operate control valves over full modulation range to ensure proper operation. Adjust as required.
i. Inspect condition of valves actuator. Operate actuator over full modulation range to ensure proper operation.
j. Check all pilot positioners (if applicable). Repair/replace as required.
k. VAV Front-End analysis per box.

7) Unit Heater Maintenance
a. Clean strainer ahead of valve.

b. Clean fan and lubricate motor.
c. Clean dust from inside the units.

8) Unit Cab Heater Maintenance (Not applicable to North Road and Little Valley Day Habilitations)
a. Clean strainer ahead of valve.
b. Clean fan and lubricate motor.
c. Clean dust from inside the units.

D. WINTER MAINTENANCE

1) Rooftop Unit
a. Change filter.
b. Check general operating condition.
c. Report any uncorrected deficiencies noted.

III. PARTS REPAIR AND REPLACEMENT:

All parts, components, or devices for the mechanical systems that are worn or are not in proper operational condition shall be repaired and/or replaced with new parts or devices. For needed non-emergency repairs/replacements beyond inspection and/or maintenance, prior approval is required by the Plant Superintendent or designee with the Contractor providing a written estimate prior to making additional repairs/replacement.

If an emergency repair is needed during normal working hours, the technician will contact the Plant Superintendent or designee at 716-517-2251. For emergency repairs that are outside of normal working hours, the technician will contact the On-Call Maintenance Supervisor for authorization at 716-462-9527.

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.

IV. SERVICE CALL:

Normal working hours are defined as Monday through Friday, 8:00am to 4:00pm, except NYS recognized holidays. All repair/replacement work is to be performed during normal working hours unless specifically authorized in writing by the DDSOO. Off hours are defined as Monday through Friday, 4:01pm to 7:59am and all-day Saturday and Sunday. Holiday labor hours are on the calendar holiday, not necessarily the observed day. New York State Recognized Holidays are:

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

Vendor must be able to respond to emergency calls 24 hours a day, 7 days per week. Vendors shall provide emergency services within four (4) hours of receipt of a request for such service by telephone or otherwise from OPWDD. OPWDD reserves the right to deem a situation an emergency based on the potential impact to the health and safety of individuals in our care.

All inspections and repair work are to be performed during normal working hours, unless specifically authorized by the Plant Superintendent or designee.

V. REQUESTS FOR AND APPROVAL OF WORK, AND VERIFICATION OF HOURS:

Requests for work and approval of work performed shall only originate from the DDSOO Plant Superintendent or designee. Day Hab 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 the Plant Superintendent or designee. The signing of Contractor's job ticket by anyone 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.

In addition to Contractor's obtaining of Plant Superintendent or designee signature on job ticket, Contractor shall sign in on visitor's log upon arrival and sign out on the log upon departure of the site as evidence of time spent on the job. Failure to sign in and out on the log shall limit payable job site time charges to two hours unless otherwise verifiable to the Plant Superintendent's satisfaction.

VI. 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.

VII. 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 Plant Superintendent or designee. The DDSOO agrees to pay the Contractor for emergency service repairs/replacements 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/replacement service that takes less than one hour to complete.

VIII. 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 Day Hab(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.

IX. REPORTS:

The Contractor shall provide an individual Maintenance report for each Day Habilitation site serviced after each Maintenance visit, noting that the inspection and maintenance were completed for each unit. The Maintenance report must indicate the system's manufacturer, and the model and/or serial number of the equipment serviced. Any defects found must be indicated along with a quotation for repairs. Leave a copy of the report at the facility and provide a copy to the Work Control Center **WITHIN 48 HOURS** via email to **Travis.W.Emke@opwdd.ny.gov**.

X. PROPERTY DAMAGE:

If the delivery of materials or any other work necessitates the Contractor or his suppliers to drive on the lawn for any reason, the Contractor shall be held responsible for repair of the lawn. Personal vehicles are not to be parked on the lawn. Any property damage caused by work performed is to be corrected to the condition existing prior to the start of the job.

XI. ASSIGNMENTS/SUBCONTRACTING

The Contractor will not assign or subcontract all or any part of said work without the express written permission of OPWDD's Contract Management Unit.

XII. ACCOUNTING:

1. **JOB TICKETS:** Job Tickets are to be presented to the Plant Superintendent or designee upon completion of service and will be signed if service is satisfactory. The following information is to be recorded on each Job Ticket:

    1. The Name of the Site
    2. The type of service completed
    3. The date of service
    4. Arrival time and departure time
    5. The Signature of the Plant Superintendent or designee.

    It is advised that the Job Ticket be a three-part form. One copy of the Job ticket is to remain at the Day Hab serviced. One copy of the signed Job Ticket is to accompany the invoice for services. The signed ticket acts as verification of services, a requirement for payment. One copy is for your files.

2. **PREVAILING WAGES:** Prevailing Wage will apply to all repairs, replacements, and modifications provided. Inspections, start-up, and winterization services are not covered by Article 8 of the New York State Labor Law.

    The PRC number for this Contract is PRC# 2025004035. 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. Contractor must be registered with the New York State Department of Labor (NYSDOL) and submit their Certificate of Contractor Registration at the time of the bid submission for any Article 8 project.

3. **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 Day Hab or multiple Day Habs; 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

4. **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 - Cattaraugus County Day Hab Equipment List

JN Adam Day Habilitation Equipment List
12234 Main Street, Perrysburg, NY 14129

Equipment	Quantity	Manufacturer	Model Number	Serial Number	Asset Tag
Boilers	1	A O Smith Corporation	GDUS 50 100	A06 A04 7252	Domestic Hot Water
Boilers	1	Lochinvar	CHN 0402	2046 121270144	BOILER @ MECH RM
Pumps	1	Bell and Gossett	UNKNOWN	C04330502 F70	
Pumps	1	Bell and Gossett	UNKNOWN	NSBUF1201	
Pumps	1	Bell and Gossett	UNKNOWN	NSBUF1229	
Fans - Generic	1	UNKNOWN	N/A	NSBUF1225	EX #2
Fans - Generic	1	Greenheck	G0956X	107218610701	EX #3
Fans - Generic	1	Greenheck	6065DX	107218620701	EX #4
Fans - Generic	1	Greenheck	6065DX	107218630701	EX #5
Fans - Generic	1	Greenheck	G063D1	107218640701	EX #6
Fans - Generic	1	UNKNOWN	N/A	NSBUF1227	EX #7
Fans - Generic	1	UNKNOWN	N/A	NSBUF1228	EX #8
Fans - Generic	1	Greenheck	6070DX	107218670701	EX #9
Fans - Generic	1	Greenheck	6065DX	107218680701	EX #10
Fans - Generic	1	UNKNOWN	N/A	NSBUF1221	EX #11
Fans - Generic	1	UNKNOWN	N/A	NSBUF1233	EX #12
Fans - Generic	1	Greenheck	G095DX	107218710701	EX #13
System Control Units	1	Johnson Controls Inc	Metasys MS-10M4710-0	L0M0722	
Variable Air Volume Units	25	Price	SDV 5000	CXYA3158 150 cfm	
Unit Heaters	1	Johnson Controls Inc	UA9104-AGA-35	ACN 002968603	
Unit Cabinet Heater (Force-Flo)	1	Mestek Inc.	RW3-1130-02	NS741457D	
Unit Cabinet Heater (Force-Flo)	1	Mestek Inc.	RW3-1130-02	NS741457A	
Unit Cabinet Heater (Force-Flo)	1	Mestek Inc.	RW3-1130-02	NS741457B	
Unit Cabinet Heater (Force-Flo)	1	Mestek Inc.	RW3-1130-02	NS741457C	
Rooftop Unit Air Conditioners -	1	York International	Y23A522M5C	N0A7361848	AHU-1
Rooftop Unit Air Conditioners -	1	York International	Y22AS22M0K	N0A7361849	AHU-2

North Road Day Habilitation Equipment List
10714 North Road, Perrysburg, NY 14129

Equipment	Quantity	Manufacturer	Model Number	Serial Number	Asset Tag
Boilers - Generic	1	Lochinvar	CHN401	K03H00159701	BLR01
Boilers - Generic	1	UNKNOWN	PR650NBDS	M03215888	DOMESTIC HOT WATER
Pumps – Generic	Multi	UNKNOWN	UNKNOWN	UNKNOWN	UNKNOWN
Fans - Generic	1	Acme Centri Master	PV075E3	03B132401	EF-1
Fans - Generic	1	Acme Centri Master	PV075E5	03B132402	EF-2
Fans - Generic	1	Acme Centri Master	PV075E4	03B132403	EF-3
Fans - Generic	1	Acme Centri Master	PV075E4	03B132404-A	EF-4
Fans - Generic	1	Acme Centri Master	PV075E4	03B132404-B	EF-5
Fans - Generic	1	Acme Centri Master	PV075E4	03B132405-C	EF-6
Fans - Generic	1	Acme Centri Master	PV075E4	03B132405-D	EF-7
Fans - Generic	1	Acme Centri Master	PV075E4	03B132406	EF-8
Fans - Generic	1	Acme Centri Master	PV075E4	03B132407	EF-9
Fans - Generic	1	ACME Engineering	QBR161M	NSBUF1902	EF-10
Fans - Generic	1	Acme Centri Master	PV075E4	03B132405-B	EF-11
Fans - Generic	1	Acme Centri Master	PV075E4	03B132405-A	EF-12
Variable Air Volume Units - Generic	1	TRANE	VADA06B00R	R05J35907A	6" ZONE DAMPER
Unit Heaters - Generic	1	UNKNOWN	RC-1210-02	NSBUF1910	CH-1
Unit Heaters - Generic	1	UNKNOWN	RC-1210-02	NSBUF1911	CH-1
Unit Heaters - Generic	1	UNKNOWN	RWI-1130-0	NSBUF1922	CH-2
Unit Heaters - Generic	1	UNKNOWN	RC-1200-02	NSBUF1905	CH-4
Rooftop Unit Air Conditioners	1	TRANE	SFHFC40EP5	C03H07462	AHU-1 (SEER 9.2)
System Control Units	1	U&S Services	UNKNOWN	UNKNOWN	
Rooftop Unit Air Conditioners	1	TRANE	SEHFC40EP5	MI 107462	PKG001
Packaged Rooftop Unit - Heating / Cooling	1	Trane Rooftop	SFHFC40EP556A6AD9001	C03H07462	PKG001

Little Valley Day Habilitation Equipment List
501 Fair Oak Street, Little Valley, NY 14755

Equipment	Quantity	Manufacturer	Model Number	Serial Number	Asset Tag
Boilers - Generic	1	A O Smith Corporation	BT100230	MM000999387 230	TANK A
Boilers - Generic	1	A O Smith Corporation	BT100230	MM000999386 230	TANK B
System Control Units	1	Johnson Controls Inc	APVMA14400	RY1103767582	RM 133 (MULTIPLE)
System Control Units	Multiple	Johnson Controls	N/A	N/A	MULTIPLE THERMOSTATS
Variable Air Volume Units	49	Trane	VADA12000C	Various	
Unit Heaters	1	Trane	3323TTD	NSBUF2754	ENTRANCE UNIT #1
Unit Heaters	1	Trane	3323TTD	NSBUF2757	ENTRANCE UNIT #2
Unit Heaters	1	Trane	3323TTD	NSBUF2755	ENTRANCE UNIT #3
Unit Heaters	1	Trane	3323TTD	NSBUF2756	ENTRANCE UNIT #4
Unit Heaters	1	Reznor	FE50	BAB66U7N087 80X	STORAGE AREA #1
Unit Heaters	1	Trane	GPND006AD	A94A30781	STORAGE AREA #2
Rooftop Unit Air Conditioners	1	TRANE	YSD240F3RH	134710682D	RTU-A
Rooftop Unit Air Conditioners	1	TRANE	YSC120F3EH	153912990L	RTU-C
Rooftop Unit Air Conditioners	1	TRANE	YSC120F3EH	153912994L	RTU-D
Rooftop Unit Air Conditioners	1	TRANE	YSD150F3RH	134611144D	RTU-B
Rooftop Unit Air Conditioners	1	TRANE	YSC092F3EH	154011455L	RTU-E
Fans - Generic Belt Driven	15	UNKNOWN	UNKNOWN	UNKNOWN	

Cost Proposal Form

Directions: All sites are to be serviced by the bidder who is awarded the contract. Entries must be legible. An incomplete Cost Proposal Form or any alterations may result in your bid not being considered. Please refer to page 17, section **17. Evaluation Criteria: Method of Award** for more information.

Part 1: Annual HVAC Maintenance Services Cost – Please list a Spring Maintenance (A), Summer Maintenance (B), Fall Maintenance (C), and Winter Maintenance (D) price for each Day Hab Facility for Annual Maintenance Services. Please see the Scope of Work Section II., Part **1. ANNUAL HVAC MAINTENANCE SERVICES** for full details on seasonal requirements. Calculate the Annual HVAC Maintenance Service Cost per Day Hab (E) by adding Columns (A), (B), (C), and (D) and placing the total in Column (E). To determine the **Total Annual HVAC Maintenance Services Cost (K)**, add all figures in Column (E) and place the total in box (K).

Part 2: Estimated Annual Labor Cost – Please list an Hourly Rate for Normal Working Hours, Off Hours, and Holiday. Please see the Scope of Work Section **IV. SERVICE CALL** for definitions of Normal Working Hours, Off Hours, and Holiday. **Please note: These rates are for non-maintenance service.** Multiply the Hourly Rate by the Estimated Hours given in each column, placing the totals in boxes (F) for Normal Working Hours, (G) for Off Hours, and (H) for Holiday. To determine the **Total Estimated Annual Labor Cost (L)**, add the totals from boxes (F), (G), and (H) and insert the total in box (L). The numbers given by OPWDD for Part 2: Estimated Hours are **estimates only**. There is no guarantee, and payments will be based on actual services rendered.

Part 3: Estimated Annual Parts Cost with Mark-up – Please enter a Parts Mark-up between 0% and 20% into box (I). (The Parts Mark-up is not to exceed 20%. In the event that a Parts Mark-up percentage does exceed the cap, the percentage will be reduced to 20%.) Convert the percentage to a decimal by dividing by 100, then add 1.

Example: For a 20% parts mark-up, put 20 in the Parts Mark-up box.
20 divided by 100 = .2
.2 + 1 = 1.2

Multiple your Parts Mark-up decimal by the Estimated Annual Parts Cost (J) and place the resulting figure in **Total Estimated Annual Parts Cost with Mark-up (M)**. The numbers given by OPWDD for Part 3: Estimated Annual Parts Cost are **estimates only**. There is no guarantee, and payments will be based on actual services rendered.

Part 4: Estimated Annual Combined HVAC Cost – Transfer the totals from Parts 1, 2, and 3 into the respective boxes in Part 4. Add these numbers to determine the **Total Estimated Annual Combined HVAC Cost.**

Please be sure to sign the Cost Proposal Signature Page on page 31 and include with your bid submission.

Part 1: Annual HVAC Maintenance Services Cost

Day Habilitation Facility	Spring Maintenance (A)	Summer Maintenance (B)	Fall Maintenance (C)	Winter Maintenance (D)	Annual HVAC Maintenance Service Cost per Day Hab (E)
JN Adam Day Hab	$	$	$	$	$
North Road Day Hab	$	$	$	$	$
Little Valley Day Hab	$	$	$	$	$
				Total Annual HVAC Maintenance Services Cost (K)	$

Part 2: Estimated Annual Labor Cost

	Normal Working Hours	Off Hours	Holiday
Hourly Rate	$	$	$
Estimated Hours	x 60	x 6	x 2
	(F) $	(G) $	(H) $

Total Estimated Annual Labor Cost (L) F + G + H = $

Part 3: Estimated Annual Parts Cost with Mark-up

Parts Mark-up (not to exceed 20%) % (I)

Estimated Annual Parts Cost $ 6,000 (J)

Total Estimated Annual Parts Cost with Mark-up (M) $

For total: Convert (I) to a decimal by dividing by 100. Add 1. Multiple answer by (J).

Part 4: Estimated Annual Combined HVAC Cost

Total Annual HVAC Maintenance Services Cost (K)	$
Total Estimated Annual Labor Cost (L)	$
Total Estimated Annual Parts Cost with Mark-up (M)	$
Total Estimated Annual Combined HVAC Cost (K + L + M)	$

Signature Page

Effective December 30, 2024, in order to be qualified to work on public works projects covered by Article 8 of the Labor Law, all Contractors (including Subcontractors) must be registered with the New York State Department of Labor (NYSDOL) in accordance with Labor Law § 220-i. Contractors must be registered before submitting a bid. In addition, Contractors must be registered prior to commencing any new work. Contractors must submit their Certificate of Registration at the time the bid is made.

Please check the box below and place your initials confirming that you have included the NYSDOL Certificate of Registration.

☐ _____ **I certify that I have included a copy of my company's Certificate of Registration.**

Bidder Signature	Print Name & Title

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

Name of Company:			
Address:			
Federal ID Number:		Telephone:	
Date:		Email:	

No-Bid Form

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

☐ We do not provide the requested services. Please remove our firm from your mailing list.

☐ We are unable to bid at this time because:

_____

_____

_____

_____

_____

_____

_____

☐ Please retain our firm on your mailing list.

_____
(Firm Name)

_____ _____
(Signature) (Date)

_____ _____
(Print Name) (Title)

_____ _____
(E-mail) (Telephone)

Failure to respond to bid invitations may result in your firm being removed from our mailing lists.