NEW YORK STATE OF OPPORTUNITY. Office for People With Developmental Disabilities

KATHY HOCHUL
Governor

WILLOW BAER
Acting Commissioner

OPWDD Contract Management Unit on behalf of:

Broome Developmental Disabilities State Operations Office

2025-2030 Heating, Ventilation, and Air Conditioning (HVAC) and Water Heater Inspections, Start Up, and/or Maintenance and Repair/Replacement Service in Broome, Chenango, Delaware, Otsego, Tioga, and Tompkins Counties

BR 091024

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. Broome Developmental Disabilities State Operations Office (hereinafter "OPWDD") is an agency of OPWDD serving Broome, Chenango, Delaware, Tioga, Tompkins, and Otsego 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

Katelyn Johnson, CMS 1 for
Zachary Guida, 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 x3411 Fax: 845-877-3004
eny.nyc.li.contracthub@opwdd.ny.gov

3. Timetable of Proposal Due Dates

IFB Release Date	30th July 2024
Final Date for Receipt of Questions	13th August 2024
Official Responses to Questions By	27th August 2024
Proposal Due Date – Bid Opening*	3:00 PM, 10th September 2024
Evaluation & Selection	24th September 2024
Notification of Awards	24th September 2024
Contract start date (subject to change)	25th March 2025

*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 Heating, Ventilation, and Air Conditioning (HVAC) and Water Heater Inspections, Start Up, and/or Maintenance and Repair/Replacement Services for OPWDD sites, according to the specifications, terms and conditions as enumerated in "Scope of Work" of this IFB.

6. Site Inspections

It is the Bidders obligation to visit any and all sites they wish to bid on. OPWDD will make **no allowance or concession** to the Bidder for any alleged misunderstanding or deception because of quality, character, location, or other conditions. It is the responsibility of the bidder to know the site(s) requirements based upon the service being requested. The telephone number for each site has been provided. It is the Bidders responsibility to set up an appointment with each House Manager to determine the specific requirements of all aspects of the sites in relation to the service to be provided.

7. Notice to Potential Bidders

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

8. Term of the Contract

The term of this contract will be defined in the Contract Agreement, but is anticipated to be a five year contract, unless an amendment is mutually agreed upon by both parties and approved by the Office of the State Comptroller (OSC).

9. Payment

Prices are to remain constant for the initial year of the contract. Approaching every contract anniversary date, the Contractor may request, or OPWDD give notice of, an annual price adjustment for the subsequent year. The request or notice must be submitted in writing between 30 days and 60 days prior to the contract anniversary date. OPWDD has the sole discretion in determining the rate to be approved. The adjustment shall be based upon the most recently available, "CPI-U", not

seasonally adjusted, Northeast Region, all items, with the adjustment calculated on a 12-month percent change based on the month 60 days prior to the contract anniversary. Any price adjustment shall not exceed 3.0% per annum.

10. Wage and Hours Provisions

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department.

Pursuant to § 9 (A), Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

Pursuant to § 9 (A), Contractor and its subcontractors must provide OPWDD with a certified payroll when submitting an invoice for payment.

11. Subcontracting

No Subcontracting of services is allowed with this IFB without written permission of OPWDD. For further information, please see section 14 J.

12. Insurance

The Contractor agrees that without expense to the State, insurance will be maintained during the period of the proposal and contract, insurance of the kinds and in the amounts indicated, with insurance companies authorized to do such business in the State of New York, covering all operations under this proposal and contract.

A. The Contractor shall furnish to OPWDD a Certificate or Certificates in a form satisfactory to the Agency, showing compliance with the requirements of this section. The State of New York Office for People with Developmental Disability will be expressly named as additional insured on each policy in accordance with above. Certificates of insurance should be forwarded to the OPWDD with the signed agreement and thereafter annually on the contract anniversary date. Certificates shall state the policies shall not be changed or cancelled until 30 days written notice has been given to OPWDD. Required insurances are:

   (1) A policy covering the obligations of the successful bidder in accordance with the Workers' Compensation Law. The contract shall be void and of no effect unless the successful bidder procures such policy and maintains it during the period of the contract. The Workers Compensation Board website can be found here: www.wcb.ny.gov/

(2) Policies covering bodily injury, liability and property damage of the types hereinafter specified, each with limits of liability not less than $1,000,000.00 for all damages arising out of bodily injury, including death at any time resulting there from, sustained by one person in any one accident, and subject to that limit for that person, and not less than $2,000,000.00 for all damages arising out of bodily injury, including death at any time resulting there from, 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: BR 091024**
Katelyn Johnson, CMS 1
26 Center Circle, Building 58, Service Building
Wassaic, New York, 12592-2637

(4) Bid Opening will be done via Web Ex following standard formal bid opening procedures. If bidders wish to "attend", they may do so by calling: **1-518-549-0500 at 3:00 PM, 10 September 2024**. Bidders will be asked for an ATTENDEE CODE. Enter **161 125 7072 followed by the # sign.**

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

B. References

All bidders must submit at least three (3) work references that will verify that the bidder or its principals have at least three (3) years of relevant experience to complete the work as listed in Qualifications and Scope of Work.

C. Late Bids

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

14. Procurement Information, Mandatory Requirements

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

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

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

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

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

B. Questions Regarding this Procurement

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

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

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

C. OPWDD Rights

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

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

(3) OPWDD reserves the right to:

a. Reject any or all proposals received in response to this IFB (Invitation for Bid);
b. Withdraw the IFB at any time, at the agency's sole discretion;
c. Make an award under the IFB in whole or in part;
d. Disqualify any Bidder whose conduct or proposal fails to conform to the requirements of this IFB. Selection may also include such issues as past performance;
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, New York, New York 10017, Tel. 212.803.2414, email: mwbecertification@esd.ny.gov
website: http://esd.ny.gov/MWBE/directorySearch.html

M. Contract Execution

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

N. Vendor Responsibility Questionnaire

State agencies are required under State Finance Law § 163 (3) (a) (ii), to ensure that contracts are awarded to responsible vendors. Such requirements include, but are not limited to, the Bidder's qualifications, financial stability, and integrity. The Vendor Responsibility Questionnaire is required for contracts $100,000 and over. OPWDD will require a complete Vendor Responsibility Questionnaire with your bid proposal if the contract resulting from this procurement is valued at $100,000 and over. Vendors/not-for-profit provider agencies are able to file the Vendor Responsibility Questionnaire (VRQ) online via the New York State VendRep System or may choose to complete and submit a paper questionnaire. To enroll in and use the New York State VendRep System, see the www.osc.state.ny.us/vendrep.

O. Health Information Portability and Accountability Act (HIPAA)

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

P. General Duties and Additional Responsibilities

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

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

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

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

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

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

In accordance with State Finance Law § 165, the bidder, by submission of this bid, certifies that it or any individual or legal entity in which the bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership in the bidder interest has no business operations in Northern Ireland. If the bidder or any of its aforementioned affiliations has business operations in Northern Ireland, then they shall take

lawful steps in good faith to conduct any business operations that it has in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of their compliance with such Principles.

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

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

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

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

U. Bidder Disclosure of Prior Non-Responsibility Determinations

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

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

The bidder, by submission of its bid certifies that no government entity has made a finding of non-responsibility regarding the individual or entity seeking to enter into this procurement contract. If the individual or entity has had a finding of non-responsibility due

to a violation of State Finance Law 139-j or due to the intentional provision of false or incomplete information submitted to a government entity, then the said individual or entity must provide a detailed statement regarding the finding.

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

V. Non-Collusive Bidding Certification

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

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 per Cluster. There are 6 Clusters; each Cluster will be evaluated separately. Bidders may bid on one or multiple Clusters and multiple contracts may be awarded. All sites included in a Cluster are to be serviced by the Bidder who is awarded the contract for that Cluster. All bids must be submitted on an original Cost Proposal Form (pages 38-47). In the event of a tie bid, the award will be made by random selection.

B. Right to Reject

Only proposals judged to be responsive to the submission requirements set forth in this IFB will be evaluated. An incomplete Cost Proposal Form or any alteration to the Cost Proposal Form may result in your bid not being considered. OPWDD reserves the right to reject any and all offers.

C. Mathematical Errors

If the Bidder submits a Cost Proposal which contains mathematical errors, the Total Annual Estimated Combined Cost per Cluster will be calculated using the pricing submitted for A/C, Heat, and Hot Water for each site for the Total Annual Inspection, Start-up, and Preventative Maintenance per Cluster (A), the Total Annual Estimated Non-Routine Repair Labor Cost per Cluster (B) will be calculated using the pricing submitted for each Hourly Rate and, the Total Annual Estimated Parts with Mark Up Cost per Cluster (C) will be calculated using the pricing submitted for Parts Mark Up %.

In the event that a Parts Mark Up percentage exceeds the cap of 20%, the percentage will be reduced to 20% and the Total Annual Estimated Parts with Mark Up Cost per Cluster will be recalculated.

D. Confirmation of Ability to Provide Service

OPWDD reserves the right to confirm any Bidder has the qualifications, experience, ability, and financial standing to perform services as outlined in the scope of work. This may include requesting information regarding equipment, workforce, suppliers, etc.

Qualifications & Scope of Work

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

Statement of Work

Broome 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 Broome DDSOO locations throughout Broome, Chenango, Delaware, Otsego, Tioga, and Tompkins Counties. The Contractor will provide Heating, Ventilation, and Air Conditioning (HVAC) and Water Heater Inspections, Start Up, and Maintenance and Repair/Replacement Service to each of the community sites operated by Broome DDSOO as listed in the Exhibit A - Site Listing and Exhibit B - Equipment Listing.

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.

Annual service inspections of air conditioning systems are to be performed between April 1st and May 15th and annual service inspections of heating systems and water heaters are to be performed between August 1st and September 30th of each contract year. The Contractor must schedule a visit for annual service inspections and start up 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. The Contractor will notify the DDSOO 24 - 48 hours prior to going to a site.

Contractor will utilize Preventive Maintenance (PM) directions, which indicate task functions to be performed on each scheduled service call.

As work is due, the Contractor will 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.

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

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 will advise and assist in the determination of improvements to the mechanical system that will conserve energy and minimize utility expenditures.

Qualifications of Service Technicians

Contractor's personnel performing contract work in OPWDD facilities will include at least one journeyman level supervisory technician and additional personnel as necessary to perform the required work.

Detailed Specifications

I. Inspections/Servicing of Equipment – General PM

- **A.** Examine each piece of equipment and device to see that it is functioning properly and is in good operational condition.
- **B.** Complete cleaning of units and removal of dirt, debris, droppings, etc. in and around units.
- **C.** Clean all components of dust, old lubricants, etc. to allow the equipment to function as designed.
- **D.** Securing of loose conduits.
- **E.** Reattachment of missing sheet metal covers on units.
- **F.** Replacement of electrical conduit box and motor box covers and lids.
- **G.** Reattaching all ground wiring.
- **H.** Lubricate all equipment where needed to permit bearings, gears, and all contact wearing points to operate freely and without undue wear.
- **I.** Start/run systems and equipment. Check overall performance.
- **J.** Adjust all linkage, motors, drives, etc. that have drifted from the initial design settings and positions.
- **K.** Calibrate all sensing, monitoring, output, safety, and read-out devices for proper ranges, settings, and optimum efficiencies.
- **L.** Check output temperatures making any adjustments necessary to maintain appropriately balanced systems. Check internal pressures if performance deficiencies are detected.

M. Test and cycle all equipment as a system after it has been cleaned, lubricated, adjusted, and calibrated to assure that it is in proper operating condition and performing at optimum efficiency.

N. Cleaning of Coils: 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 will 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.

O. Exercise all heating, cooling, and domestic hot water system valves by fully opening and closing each valve on a regular schedule two times per year.

P. Clean and maintain all HVAC vents and fresh air intakes as necessary to keep them in good operating condition.

II. Ducted Air Handling System(s)- PM

A. If air handlers are utilized for both heating and cooling systems, they are to be serviced with the annual air conditioning service inspection and again with the annual heating and hot water service inspection.

1. 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 Work Control office at 607-240-4639 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.

2. Clean all blowers, air pumps, and accessories to provide for optimal airflow.

3. Inspect and replace air filters. Ensure all air filters are clean and spares are available on site.

- **a.** Filter Type: As required by manufacturer.
- **b.** Filter Size(s): As required for each air handler.
- **c.** Filter Rating: MERV 13, minimum or maximum rating allowable by air handler manufacturer.
- **d.** Spare Filter Quantity: Provide twelve (12) as a set for each air handler annually.

4. Vacuum out all supply and return diffusers. Where cold/heat air boxes exist, remove grills, and vacuum out boxes.

5. Remove grills and vacuum all supply air registers.

6. Check operation of supply, return, and exhaust fans making any adjustments and performing any lubrication and/or fan belt adjustment or replacement, if applicable.

7. Check proper operation of outside/return air mixing dampers and associated controls and wiring.

8. Check and lubricate blower motors and cages for proper operation.

9. Clean blower cages.

10. Clean heating and cooling coils with EPA approved non-corrosive coil cleaner.

11. Check integrity of drain pan. Provide and place biocide tablets in same.
12. Test run unit for proper operation.
13. 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.
14. Check operation of volume dampers, and balance system as necessary.
15. Check condensate drain and pump for proper operation, and clean if necessary.
16. Provide biocide tablets and place in condensate pans.
17. Check operation of thermostat fan switch and all interfaced control systems for proper fan operation.

III. Condensing Unit(s)- PM

A. Annual Preventive Maintenance – One (1) time per year
1. Check and inspect all electrical circuits and controls for proper operations.
2. Inspect and clean heat exchangers.
3. Check and ensure proper refrigerant charge. Replace or recharge as needed.
4. Clean condenser and check operation of condenser fan.
5. Clean coil with EPA approved non-corrosive coil cleaner.
6. Check condition of expansion valve, if applicable.
7. Check operation of crankcase heaters, if applicable.
8. Connect gauges and check operating pressures.
9. Record liquid line and suction line pressures.
10. Check for signs of refrigerant leaks.
11. Check all motor amperage draws.
12. Record temperature differential across evaporator coil.
13. Check evaporator suction line temperature.
14. Lubricate moving parts as applicable.
15. Check belts and adjust tension, if needed.
16. Check pressure cut-out settings.
17. Check start capacitors and potential relays, if applicable.
18. Check compressor contactor.

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

A. When split-system air handling units and air-cooled condensers are used for both heating and cooling, they are to be serviced once in the spring and once in the fall as specified above in the Statement of Work.
1. Complete manufacturers' maintenance checklists.
2. Inspect, repair, or replace all mechanical, electrical, and electronic components, safety and control devices, interlocks, belts, bearings, gauges, gaskets, dryers,

valves, and strainers as applicable.
3. Clean all renewable filters or replace if damaged. Replace disposable air filters.
4. Clean condensate drip pan and drain line.
5. Check compressor, reversing valve and crank case heater operation.
6. Check unit defrost and heat cycles for proper operation (winter only).
7. Check unit-cooling cycle for proper operation (summer only).
8. Check refrigerant levels, temperature, and pressures. Recharge or replace refrigerant as necessary.
9. Inspect and clean both indoor and outdoor coils.
10. Test run all units for proper operation.

V. Section V. intentionally removed (not applicable to this procurement)

VI. Furnace Inspections and Start Up Service- PM

A. Annual Preventive Maintenance – One (1) time per year
1. Check and inspect all electrical circuits and thermostats for proper operations. If thermostat requires batteries, replace yearly at start up service.
2. Inspect and clean heat exchanger.
3. Check and inspect spark igniter system for proper operations.
4. Inspect and clean all combustion exhaust vent piping to the point it enters the chimney.
5. Inspect and replace air filters. Ensure all air filters are clean and spares are available on site.
a. Filter Type: As required by manufacturer.
b. Filter Size(s): As required for each air handler.
c. Filter Rating: MERV 13, minimum or maximum rating allowable by air handler manufacturer.
d. Spare Filter Quantity: Provide twelve (12) as a set for each air handler.
6. Check gas valve for proper operation.
7. Inspect and clean pilot burner.
8. Check and lubricate blower motor and spiral cage for proper operation.
9. Test run unit for proper operation.
10. Test all safety circuits for proper operation.
11. Clean spiral cage on blower.
12. Clean and inspect barometric damper and flue piping.
13. Combustion efficiency, smoke, and CO2 test unit.
14. Check and inspect humidifier for proper operation, including but not limited to verifying associated controls and accessories, changing filter media, and switching bypass dampers.

B. Additional service required during annual PM for oil-fired furnace:
1. Clean and adjust electrodes.

2. Clean and inspect burner assembly.
3. Lubricate burner motor.
4. Install new oil nozzle.
5. Install new oil filter.
6. Inspect fire-matic valves for proper operation.
7. Inspect oil storage tank and vent for proper condition.
8. Test run unit and check all pressures for proper operations.
9. Combustion efficiency, smoke, and CO2 test unit.
10. Ensure all boiler passages are brushed, cleaned, and vacuumed.

VII. Boiler Inspections and Start Up Service- PM

A. Annual Preventive Maintenance – One (1) time per year
1. Inspect combustion chamber and clean.
2. Inspect and clean all combustion exhaust vent piping to the point it enters the chimney.
3. Test all safety circuits for proper operations and functions.
4. Check gas valve for proper operation and pressure.
5. Inspect and clean pilot and burner and adjust as required.
6. Inspect expansion tank and circulators for proper operations.
7. Clean and inspect barometric damper and flue piping.
8. Check and test all thermostats for proper calibration and operations.
9. Ensure all boiler passages are brushed, cleaned, and vacuumed.
10. Check and inspect circulating pumps, zone valves, and controls for proper operation.

B. Additional service required during annual PM for oil-fired boiler:
1. Clean and adjust electrodes.
2. Clean and inspect burner assembly.
3. Lubricate burner motor.
4. Install new oil nozzle.
5. Install new oil filter.
6. Inspect fire-matic valves for proper operation.
7. Inspect oil storage tank and vent for proper condition.
8. Test run unit and check all pressures for proper operations.
9. Combustion efficiency, smoke, and CO2 test unit.
10. Ensure all boiler passages are brushed, cleaned, and vacuumed.

VIII. Hot Water Heater Inspections and PM

A. Annual Preventive Maintenance – One (1) time per year
1. Oil - Hot Water Heaters:
   a. Replace oil nozzle, oil filter, and pump strainer.
   b. Remove vent pipe, clean flue, and vent passages to the point it enters the chimney.

c. Remove burner and vacuum out combustion chamber.
d. Clean and dust electrodes; reset as needed.
e. Adjust burners to proper efficiency.
f. Test all safeties and limits.
g. Cycle burner to test unit.
h. Manually flush hot water tanks (through boiler drain).
i. Check hot water safety solenoid and aquastat.
j. Check and inspect recirculation pumps and mixing valves for proper operation.

2. Gas - Hot Water Heaters:
a. Remove gas burner and vacuum out chamber and clean pilot.
b. Remove and clean vent pipe and inspect passage to the point it enters the chimney.
c. Change thermo-couple, if applicable.
d. Check all safeties.
e. Test run unit.
f. Manually flush hot water tanks (through boiler drain).
g. Check hot water safety solenoid and aquastat.
h. Check and inspect recirculation pumps and mixing valves for proper operation.

3. Electric – Hot Water Heaters:
a. Inspect and clean heating element if necessary.
b. Test the thermostats.
c. Check all safeties.
d. Test run unit.
e. Manually flush hot water tanks (through boiler drain).
f. Check hot water safety solenoid and aquastat.
g. Check and inspect recirculation pumps and mixing valves for proper operation.

IX. 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 legible copy of the report at the community site and provide a copy to the Work Control Center **WITHIN 48 HOURS** via fax to **607-240-4616** or via email to **brm.workcontrol@opwdd.ny.gov.**

X. 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. The Contractor will supply the Plant Superintendent a written cost estimate after verbal approval.

B. If an emergency repair/replacement is needed, the technician is to contact Work Control at 607-240-4639 **for 8:00 am to 4:00 pm, Monday to Friday**. Technician is to contact **607-240-4699 after hours and on weekends and holidays.** Emergency repairs/replacements may be authorized by phone.

C. Notification and cost estimate of needed non-emergency repairs/replacement beyond the inspection and maintenance must be faxed or emailed to the Work Control Center Plant Superintendent or designee at **607-240-4639** or brm.workcontrol@opwdd.ny.gov within 24 hours for approval before making additional repairs/replacement.

D. All parts, materials, and equipment needed for repair/replacement will be supplied by the Contractor and included in the contracted pricing.

XI. Working Hours

A. The inspections, start up, and/or maintenance work to be performed under these specifications will 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

XII. Requests for and Approval of Work, and Verification of Hours

A. Requests for work and approval of work performed will 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 will only constitute an acknowledgment that Contractor has performed the services listed on the ticket and will 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 will 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 will limit payable job site time charges to two hours unless otherwise verifiable to the Work Control Supervisor's satisfaction.

XIII. Call Back Service

The Contractor will 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 will be performed as part of this contract without additional charge. The Contractor will provide the Work Control Center Supervisor with names and telephone numbers of persons to be contacted.

XIV. Emergency Service

The Contractor will 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 will 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.

XV. Other Information

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

XVI. 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.

XVII. Accounting

A. Job Tickets

1. Job Tickets are to be presented to the House Manager 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 ticket acts as verification of time on site, a requirement for payment. One copy is for your files.

B. Prevailing Wage

Prevailing Wage Rate applicability: 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# 2024004734. 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.

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 Broome DDSOO
Unit ID: 3660230
C/O NYS OGS BSC Accounts Payable
Building 5, Fifth Floor
1220 Washington Ave.,
Albany, NY 12226-1900

The State of New York may require the Contractor to submit billing invoices electronically. eInvoicing information may be found at: https://bsc.ogs.ny.gov/nys-vendors

D. Payment

Payments will be made based on actual services rendered.

Payment for invoices submitted by the Contractor will only be rendered electronically unless payment by paper check is expressly authorized by the head of the State Agency, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment will be made in accordance with OSC's procedures and practices to authorize electronic payments.

Exhibit A – Site Listing

Cluster 1 - Broome County				
Site	**Street Address**	**City**	**Zip**	**Telephone**
Chenango Street	448 Chenango Street	Binghamton	13901	607-722-3307
Deyo Hill Road	67 Deyo Hill Road	Johnson City	13790	607-729-1191
Diane Drive	17 Diane Drive	Binghamton	13904	607-775-2029
Donna Drive	2315 Donna Drive	Vestal	13850	607-748-6298
Duell Road	291 Duell Road	Binghamton	13904	607-775-5681
Farm to Market	1441 Farm to Market	Endwell	13760	607-754-0138
Glenwood	241 Glenwood Road	Binghamton	13905	607-770-0495
Governeurs Lane 1 and 2	68 Governeurs Lane	Endicott	13760	607-757-2691/607-757-2787
Gray Street	7 Gray Street	Binghamton	13904	607-722-5457
Harding Avenue	29 Harding Avenue	Binghamton	13903	607-724-1760
Johnson City	415 Main Street	Johnson City	13790	607-729-9308
Judson Avenue	1 Judson Avenue	Binghamton	13905	607-797-1398
Loder Avenue	209 Loder Avenue	Endicott	13760	607-748-5435
Noyes Road	220 Noyes Road	Vestal	13850	607-748-1338
Pamela Drive	72 Pamela Drive	Binghamton	13901	607-648-2746
Pembroke	22 Pembroke Drive	Binghamton	13901	607-648-9244
Peninsula Drive	9 Peninsula Drive	Binghamton	13901	607-648-2971
Prospect 1	368 Prospect Street	Binghamton	13905	607-729-2348
Prospect 2	376 Prospect Street	Binghamton	13905	607-729-2842
Ricky Drive	2916 Ricky Drive	Endwell	13760	607-748-1444
Riverview	2003 Riverview Drive	Endicott	13760	607-785-8297
Scribner	3601 Scribner Drive	Endwell	13760	607-748-3411
Taft Avenue 1	1198 Taft Avenue	Endicott	13760	607-748-4963
Taft Avenue 2	1019 Taft Avenue	Endicott	13760	607-754-1483

Cluster 2 - Chenango County				
Site	**Street Address**	**City**	**Zip**	**Telephone**
Albany Street	9 Albany Street	Oxford	13830	607-843-7905
Route 220	4205 State Highway 220	Oxford	13830	607-843-8005
Sherburne	50 North Main Street	Sherburne	13460	607-674-4730
Smithville	386 Round Pond Road	Smithville Flats	13841	607-656-9570

Cluster 3 - Delaware County				
Site	**Street Address**	**City**	**Zip**	**Telephone**
Boyer Road	10 Boyer Road	Walton	13856	607-865-7695
Franklin	9317 NYS Route 357	Franklin	13775	607-829-6437
Isabell	9295 NYS Route 357	Franklin	13775	607-829-2080
Sidney	26 Lincoln Avenue	Sidney	13838	607-563-9242
Circle Drive	10 Circle Drive	Sidney	13838	607-563-5052
Townsend Street	32 Townsend Street	Walton	13856	607-865-7467

Cluster 4 - Otsego County				
Site	**Street Address**	**City**	**Zip**	**Telephone**
Country Estates	284 West Street Ext,	Oneonta	13820	607-643-0149
Dutch Valley	790 Dutch Valley Road	Edmeston	13335	607-965-8679
Homer Folks East	54 Homer Folks Avenue	Oneonta	13820	607-432-7822
Homer Folks West	54 Homer Folks Avenue	Oneonta	13820	607-267-4560
West Street Hill	64 Homer Folks Avenue	Oneonta	13820	607-432-4558

Cluster 5 - Tioga County				
Site	**Street Address**	**City**	**Zip**	**Telephone**
Barnes Creek 1	300 Barnes Creek Road	Owego	13827	607-687-0919
Barnes Creek 2	338 Barnes Creek Road	Owego	13827	607-687-7609
Jamie Avenue	3 Jamie Avenue	Apalachin	13732	607-625-5632
Lancaster	8 Lancaster Drive	Endicott	13760	607-785-5236
Tracy Road	104 Tracy Road	Waverly	14892	607-565-2221
Waverly	25 Ithaca Street	Waverly	14892	607-565-4550
Waverly Carriage House	25 Ithaca Street	Waverly	14892	607-565-9706

Cluster 6 - Tompkins County				
Site	**Street Address**	**City**	**Zip**	**Telephone**
Abbott Road	15 Abbott Road	Ithaca	14850	607-257-7204
Aurora Street	618-620 North Aurora Street	Ithaca	14850	607-272-6391
Lincoln Street	214-216 West Lincoln Street	Ithaca	14850	607-277-3970
Peruville	1950 Peruville Road	Freeville	13068	607-838-3026
Pinckney Road	242 Pinckney Road	Etna	13062	607-347-4377

Exhibit B – Equipment Listing

Cluster 1 - Broome County								
Site	AC Unit(s) Make/Model	Quantity	Heat System	Heating Unit(s) Make/Model	Quantity	Fuel Type	Hot Water Heater(s) Make/Model	Quantity
Chenango Street	Payne PA13NAO48-E Freon R-410A	1	Boiler	Buderus/G234X-64	1	Gas	Bradford White MI75S6BN	1
Deyo Hill Road	CA5024GKA1 Freon R22	1	Furnace	York TM9Y0B12mp11A	1	Gas	Bradford White RG275H6N	1
Diane Drive	Daiken FXTS09LVJU Freon R-410A	6	Boiler	Weil-McLain Ultra	1	Gas	Weil-McLain/Gold Plus	1
Donna Drive	FTFP060H06B Freon R22	1	Boiler	Trio Advantage Boiler AG6	1	Gas	Weil-McLain Aqua Plus (55 gal)	1
			Unit Heater	Modine Hot Dawg Model HD30AS0111FBAN	1	Gas		
Duell Road	Rheem RA1324AJ1NA Freon R-410A	1	Boiler	Dunkirk/XEB-3	1	Gas	Weil-McLain/Aqua Plus 48	1
Farm to Market	Amana Distinctions CAPF4860D6DB Freon R-410A	3	Furnace	Amana/CAPF4860D6	1	Gas	Bradford White 100T88B3N (100 gal)	1
							Bradford White MI40356FBN (40 gal)	1
							AO Smith 9211666000 (98 gal)	1
Glenwood	Carrier FX4CNF036000AAA Freon R-410A	1	Boiler	Dunkirk/XEB-3	1	Gas	Bradford White MI5036FBN (50 gal)	1
							Bradford White MI75S6BN (75 gal)	1
Governeurs Lane 1 and 2	Carrier 24ANA160A300 Freon R-410A	1	Boiler	Weil-McLain Ultra 230	2	Gas	Weil-McLain (Indirect)	1
	Daikin 2015 Freon R-410A	1						
Gray Street	Carrier 24APA524A360 Freon R-410A	1	Boiler	Dunkirk/XEB-2	1	Gas	Bradford White MIITW40S5CN10	1
Harding Avenue	Inter-City CA5036UKB1 Freon R22	1	Furnace	HQCO/NHGE100CH01	1	Gas	Bradford White M1TW50S6FBN	1

Cluster 1 - Broome County - Continued								
Site	AC Unit(s) Make/Model	Quantity	Heat System	Heating Unit(s) Make/Model	Quantity	Fuel Type	Hot Water Heater(s) Make/Model	Quantity
Harding Avenue Continued	Payne PA13NR036-H Freon R22	1					Whirlpool E2F80HD045V	1
							AO Smith GPVT 50 200	1
Johnson City	Amana GSX130361BA Freon R-410A	2	Furnace	Rheem Prestige Series	1	Gas	Bradford White MI75S6BN	1
Judson Avenue	LG/LSU122CE Heat Pump Freon R-410A	3	Boiler	Weil-McLain Ultra	1	Gas	Weil-McLain Ultra Plus 60 gal	1
	Comfort Air Freon R22	1						
Loder Avenue	Carrier WeatherMaker 9200 Freon R-410A	1	Furnace	Carrier WeatherMaker 9200 (3 Units)	3	Gas	Bradford White MI100TGBN (100 gal)	1
	Carrier Infinity 96 CD5AXA0498000AAA Freon R22	1					AO Smith GCRL40400 (40 gal)	1
	York PC60C3XC1A Freon R22	1						
Noyes Road	Trane 4TEPSF42A1000AA Freon R-410A	1	Boiler	Weil-McLain Ultra	1	Gas	Weil-McLain Gold Plus (60 gal)	1
Pamela Drive	Puron 24ANA148A0030030 Freon R-410A	1	Boiler	Weil-McLain Ultra	1	Gas	Weil-McLain	1
Pembroke	Goodman CLJ36-1A and CLJ30-1 Freon R22	2	Boiler	Dunkirk/XEB-5	1	Gas	Weil-McLain Aqua Plus (45 gal)	1
Peninsula Drive	Rheem RA1324AJ1NA Freon R-410A	1	Furnace	Coleman Evcon	1	Gas	Bradford White RG1PV40S6N	1
Prospect 1	Carrier CNPVP3621ATAABAA Freon R-410A	1	Furnace	Carrier Infinity	2	Gas	Bradford White RGPV5056N (50 gal)	1
	Carrier CNPVP4821ATAABAA Freon R-410A	1				Gas	Bradford White RG1PU4656N (40 gal)	1
Prospect 2	Carrier CNPVP3621ATAABAA Freon R-410A	1	Furnace	Carrier Infinity	2	Gas	Bradford White RG2PDV75H6N (75 gal)	1
	Carrier CNPVP4821ATAABAA Freon R-410A	1				Gas	AO Smith 9211861000 (40 gal)	1

Cluster 1 - Broome County - Continued

Site	AC Unit(s) Make/Model	Quantity	Heat System	Heating Unit(s) Make/Model	Quantity	Fuel Type	Hot Water Heater(s) Make/Model	Quantity
Ricky Drive	York CZE03611B Freon R-410A	1	Boiler	Dunkirk XEB-6	2	Gas	Weil McLain Gold Plus 30	1
Riverview	Goodman F2RP042H06B Freon 22	1	Boiler	Dunkirk PWX-5YNT2	1	Gas	Bradford White MI403SGFBN (40 gal)	1
Scribner	Daiken FTXS09LUJU Freon R-410A	3	Furnace	Rheem Achiever	1	Gas	Bradford White MI7556BN (75 gal)	1
	Rheem RCF3217STAMCA Freon R-410A	1						
Taft Avenue 1	Amana Distinctions Freon R-410A	2	Furnace	Amana Distinctions	2	Gas	Weil-McLain Aqua Plus/Ultra Plus 60 (46 gal)	1
Taft Avenue 2	Trane Freon R22	2	Boiler	Weil-McLain Ultra 105	1	Gas	AO Smith TJV-120 M000 (119 gal)	1

Cluster 2 - Chenango County

Site	AC Unit(s) Make/Model	Quantity	Heat System	Heating Unit(s) Make/Model	Quantity	Fuel Type	Hot Water Heater(s) Make/Model	Quantity
Albany Street	Ducane AC12B60 Freon R22	1	Boiler	Weil-McLain Ultra	1	Gas	Weil-McLain Aqua Plus	1
Route 220	Rheem RA1324AJ1NA Freon R-410A	2	Furnace	Ruud & Heil H9MP125	2	Gas	Bradford White	1
Sherburne	Ducane AC12B60 Freon HCFC-22	1	Boiler	Buderus/Logano G234	1	Gas	Noritz/NRC1111-DV	2
Smithville	Lennox HSXA12-030-23001 Freon R-410A	1	Boiler	Crown Boiler CTPB-3	1	Oil	Indirect	1

Cluster 3 - Delaware County								
Site	AC Unit(s) Make/Model	Quantity	Heat System	Heating Unit(s) Make/Model	Quantity	Fuel Type	Hot Water Heater(s) Make/Model	Quantity
Boyer Road	Payne PA13NA060-C Freon R-410A	1	Boiler	Lochinvar KBN151	2	Gas	AO Smith FSG-100-230	1
						Gas	Reliance 640NBCS 400	1
						Gas	Bradford White M240S6DS	1
Franklin	Mitsubishi MU12TN Freon R22	1	Boiler	Dunkirk XEB-5	1	Gas	Buderus S32/5W	1
	York H4DHO42SO6A Freon R22	1						
Isabell	York YCJF36S41S1A Freon R-410A	2	Furnace	York YP9C080C16MP12CA	2	Gas	AO Smith GDHE 50 141	2
Sidney	Amana ASX130481CE Freon R-410A	2	Boiler	Neotherm Laars NTH285N XX3	2	Gas	Bradford White SW280L	1
Circle Drive	Heil H4A430GKD200 Freon R-410A	2	Heat Pump	Tempstar EDD4X30FA2	1	Gas	Noritz N-0841MC-DV	2
Townsend Street	Ducane AC12B60 Freon HCFC-22	1	Boiler	Weil-McLain Ultra	2	Gas	Weil-McLain/Gold Plus 40	2
	Ducane AC10B48 Freon HCFC-22	1						

Cluster 4 - Otsego County								
Site	AC Unit(s) Make/Model	Quantity	Heat System	Heating Unit(s) Make/Model	Quantity	Fuel Type	Hot Water Heater(s) Make/Model	Quantity
Country Estates	York Affinity 3S F2FP060H066 Freon R-410A	1	Boiler	Weil-McLain Ultra 230	1	Gas	Weil-McLain Gold Plus (60 gal)	2
Dutch Valley	Amana ASZC180601BB Freon R-410A	1	Furnace	Amana	1	Gas	Bradford White	2
Homer Folks East	Heil NBH3036SKB2 Freon R22	2	Boiler	Weil-McLain Ultra 230	1	Gas	Weil-McLain Aqua Plus (55 gal)	1
Homer Folks West	Heil Freon R22	2	Boiler	Weil-McLain Ultra 230	1	Gas	Weil-McLain Aqua Plus (55 gal)	1
West Street Hill	Unicool MC2346CA Freon R22	2	Furnace	Comfort Air (attic)	1	Gas	Weil-McLain Ultra Plus-Ultra Plus 60 Series (3 60 gal)	1

Cluster 4 - Otsego County - Continued								
Site	AC Unit(s) Make/Model	Quantity	Heat System	Heating Unit(s) Make/Model	Quantity	Fuel Type	Hot Water Heater(s) Make/Model	Quantity
West Street Hill Continued	Goodman CHPF4880D8D8 Freon R22	1	Boiler	Weil-McLain Ultra 230	1	Gas		

Cluster 5 - Tioga County								
Site	AC Unit(s) Make/Model	Quantity	Heat System	Heating Unit(s) Make/Model	Quantity	Fuel Type	Hot Water Heater(s) Make/Model	Quantity
Barnes Creek 1	Payne PA13NAO60-C Freon R-410A	3	Boiler	Dunkirk PVWB-6D	1	Gas	AO Smith	1
Barnes Creek 2	Mitsubishi MXZ-2B20NA Freon R-410A	2	Boiler	Crown Boiler w/indirect hot water	1	Gas	Weil-McLain Indirect	1
	Mitsubishi MUZ-GE24NA Freon R-410A	1						
Jamie Avenue	Rheem RCF3621STAMCA Freon R-410A	1	Furnace	Lennox G26Q3-75-1	1	Gas	Bradford White	1
	Daikin Inverter Heat Pump Freon R-410A	1						
Lancaster	Rheem RHIP6024STANJA Freon R-410A	1	Boiler	Dunkirk/PWX-6VNT2	1	Gas	Weil-McLain Indirect	1
Tracy Road	Mitsubishi Mini Splits Freon R-410A	2	Boiler	Crown CXE5	1	Gas	Weil-McLain Ultra Indirect	1
	Carrier FB4CNF036 Freon R-410A	1	Boiler	Weil-McLain Ultra 105	1	Gas		
Waverly	Lenox HS29-060-3P Freon R22	1	Boiler	Weil-McLain PFG	1	Gas	Weil-McLain	2
Waverly Carriage House	York Freon R-410A	1	Boiler	Lochnivar	1	Gas	Lochnivar	1

Cluster 6 - Tompkins County								
Site	AC Unit(s) Make/Model	Quantity	Heat System	Heating Unit(s) Make/Model	Quantity	Fuel Type	Hot Water Heater(s) Make/Model	Quantity
Abbott Road	Carrier 38TK048380 Freon R22	1	Furnace	Carrier 38TK048300	1	Gas	Bradford White	2
	Rheem RA1348AJINA Freon R-410A	1	Furnace	Heil 49FH024110	1	Gas		
Aurora Street	Carrier 38TKBD42300 Freon R22	2	Furnace	Heil N9MSE1002120a2-100RBTU	2	Gas	Bradford White	2
			Furnace	Heil H9MPD125I20A2-125K BTM	2	Gas		
Lincoln Street	Payne PA13NA060000ACAA Freon R-410A	1	Boiler	Carrier AO Smith BT100-400	1	Gas	Bradford White	2
	Payne PA13NA060-C Freon R-410A	1						
Peruville	Carrier FU48NF005000AAA Freon R-410A	1	Boiler	Weil-McLain Ultra	1	Gas	Indirect	1
Pinckney Road	Payne PA13NA036000ACAA Freon R-410A	1	Boiler	Weil-McLain CGS-4-PIN Ultra 35 gal well pressure tank 35535	1	Gas	Indirect	1

Cost Proposal Form

Directions: Be aware that for some Clusters, the Cost Proposal Form spans multiple pages. If a Cluster is not completely filled in, the bid for that Cluster may not be considered. Be sure to sign and include the **Cost Proposal Summary and Signature Page.** Ensure that all entries are neat and legible.

Complete the following for each Cluster for which you are submitting a bid:

For **Total Annual Inspection, Start-up, and Preventative Maintenance Cost per Cluster:**

1. Enter a price in each A/C, Heat, and Hot Water box for each site listed.

2. Add up each row per site and enter the total in Annual Total Per Site.

3. Add up the Annual Total Per Site column and enter that total in the Total Annual Inspection, Start-up, and Preventative Maintenance Cost per Cluster (A) box.

For **Total Annual Estimated Non-Routine Repair Labor Cost per Cluster:**

1. Enter an Hourly Rate for Normal Working Hours, Off Labor Hours, and Holiday Labor Hours.

2. Multiply each Hourly Rate by its Estimated Hours and enter its total in Total Labor Cost by Estimated Hours.

3. Add the Total Labor Cost by Estimated Hours column and put the total in Total Annual Estimated Non-Routine Repair Labor Cost per Cluster (B).

For **Total Annual Estimated Parts with Mark Up Cost Repair per Cluster:**

1. Enter a Parts Mark Up % (not to exceed 20%).

2. Take the Parts Mark Up % and multiply it by the Estimated Annual Parts Cost and enter your total into the Estimated Annual Parts Mark Up box.

3. Add the Estimated Annual Parts Mark Up and Estimated Annual Parts Cost, putting that total in Total Annual Estimated Parts with Mark Up Cost per Cluster (C).

For **Total Annual Estimated Combined Cost per Cluster (A+B+C):**

Enter the combined totals from Total Annual Inspection, Start-up, and Preventative Maintenance Cost per Cluster (A), Total Annual Estimated Non-Routine Repair Labor Cost per Cluster (B), and Total Annual Estimated Parts with Mark Up Cost per Cluster (C) into **Total Annual Estimated Combined Cost per Cluster (A+B+C)** box.

For **Cost Proposal Summary and Signature Page:**

Transfer the **Total Annual Estimated Combined Cost per Cluster (A+B+C)** for each Cluster in which you are submitting a bid. Please mark "NB" (no bid) on any Clusters for which you are not bidding.

Total Annual Inspection, Start-up, and Preventative Maintenance Cost for Cluster 1 - Broome County					
		A/C	Heat	Hot Water	Annual Total Per Site
1	Chenango Street	$	+$	+$ =	$
2	Deyo Hill Road	$	+$	+$ =	+$
3	Diane Drive	$	+$	+$ =	+$
4	Donna Drive	$	+$	+$ =	+$
5	Duell Road	$	+$	+$ =	+$
6	Farm to Market	$	+$	+$ =	+$
7	Glenwood	$	+$	+$ =	+$
8	Governeurs Lane 1 and 2	$	+$	+$ =	+$
9	Gray Street	$	+$	+$ =	+$
10	Harding Avenue	$	+$	+$ =	+$
11	Johnson City	$	+$	+$ =	+$
12	Judson Avenue	$	+$	+$ =	+$
13	Loder Avenue	$	+$	+$ =	+$
14	Noyes Road	$	+$	+$ =	+$
15	Pamela Drive	$	+$	+$ =	+$

Total Annual Inspection, Start-up, and Preventative Maintenance Cost for Cluster 1 - Broome County - Continued					
		A/C	Heat	Hot Water	Annual Total Per Site
16	Pembroke	$	+$	+$ =	+$
17	Peninsula Drive	$	+$	+$ =	+$
18	Prospect 1	$	+$	+$ =	+$
19	Prospect 2	$	+$	+$ =	+$
20	Ricky Drive	$	+$	+$ =	+$
21	Riverview	$	+$	+$ =	+$
22	Scribner	$	+$	+$ =	+$
23	Taft Avenue 1	$	+$	+$ =	+$
24	Taft Avenue 2	$	+$	+$ =	+$
Total Annual Inspection, Start-up, and Preventative Maintenance Cost (A)					=$

Total Annual Estimated Non-Routine Repair Labor Cost for Cluster 1 - Broome County		Estimated Hours	Total Labor Cost by Estimated Hours
Normal Working Hours (M-F, 8:00AM-5:00PM) Hourly Rate =	$	x 125 =	$
Off Labor Hours (M-F, 5:01PM-7:59AM & all-day Sat & Sun) Hourly Rate =	$	x 50 =	+ $
Holiday Labor Hours Hourly Rate =	$	x 20 =	+ $
Total Annual Estimated Non-Routine Repair Labor Cost (B)			=$

Total Annual Estimated Parts with Mark Up Cost for Cluster 1 - Broome County		Estimated Annual Parts Cost	Estimated Annual Parts Mark Up
Parts Mark Up (not to exceed 20%) =	%	x $19,200 =	$
Estimated Annual Parts Cost			+ $19,200
Total Annual Estimated Parts with Mark Up Cost (C)			=$

Total Annual Estimated Combined Cost for Cluster 1 - Broome County (A+B+C)	**$**

Total Annual Inspection, Start-up, and Preventative Maintenance Cost for Cluster 2 - Chenango County					
		A/C	Heat	Hot Water	Annual Total Per Site
1	Albany Street	$	+$	+$ =	$
2	Route 220	$	+$	+$ =	+$
3	Sherburne	$	+$	+$ =	+$
4	Smithville	$	+$	+$ =	+$
Total Annual Inspection, Start-up, and Preventative Maintenance Cost (A)					=$

Total Annual Estimated Non-Routine Repair Labor Cost for Cluster 2 - Chenango County		Estimated Hours	Total Labor Cost by Estimated Hours
Normal Working Hours (M-F, 8:00AM-5:00PM) Hourly Rate =	$	x 15 =	$
Off Labor Hours (M-F, 5:01PM-7:59AM & all-day Sat & Sun) Hourly Rate =	$	x 10 =	+ $
Holiday Labor Hours Hourly Rate =	$	x 5 =	+ $
Total Annual Estimated Non-Routine Repair Labor Cost (B)			=$

Total Annual Estimated Parts with Mark Up Cost for Cluster 2 - Chenango County		Estimated Annual Parts Cost	Estimated Annual Parts Mark Up
Parts Mark Up (not to exceed 20%) =	%	x $2,750 =	$
Estimated Annual Parts Cost			+ $2,750
Total Annual Estimated Parts with Mark Up Cost: (C)			=$

Total Annual Estimated Combined Cost Cluster 2 - Chenango County (A+B+C)	**$**

Total Annual Inspection, Start-up, and Preventative Maintenance Cost for Cluster 3- Delaware County					
		A/C	Heat	Hot Water	Annual Total Per Site
1	Boyer Road	$	+$	+$ =	$
2	Franklin	$	+$	+$ =	+$
3	Isabell	$	+$	+$ =	+$
4	Sidney	$	+$	+$ =	+$
5	Circle Drive	$	+$	+$ =	+$
6	Townsend Street	$	+$	+$ =	+$
Total Annual Inspection, Start-up, and Preventative Maintenance Cost (A)					=$

Total Annual Estimated Non-Routine Repair Labor Cost for Cluster 3 - Delaware County		Estimated Hours	Total Labor Cost by Estimated Hours
Normal Working Hours (M-F, 8:00AM-5:00PM) Hourly Rate =	$	x 30 =	$
Off Labor Hours (M-F, 5:01PM-7:59AM & all-day Sat & Sun) Hourly Rate =	$	x 20 =	+ $
Holiday Labor Hours Hourly Rate =	$	x 10 =	+ $
Total Annual Estimated Non-Routine Repair Labor Cost (B)			=$

Total Annual Estimated Parts with Mark Up Cost for Cluster 3 - Delaware County		Estimated Annual Parts Cost	Estimated Annual Parts Mark Up
Parts Mark Up (not to exceed 20%) =	%	x $5,900 =	$
Estimated Annual Parts Cost			+ $5,900
Total Annual Estimated Parts with Mark Up Cost (C)			=$

Total Annual Estimated Combined Cost for Cluster 3 - Delaware County (A+B+C)	**$**

Total Annual Inspection, Start-up, and Preventative Maintenance Cost for Cluster 4 - Otsego County					
		A/C	Heat	Hot Water	Annual Total Per Site
1	Country Estates	$	+$	+$ =	$
2	Dutch Valley	$	+$	+$ =	+$
3	Homer Folks East	$	+$	+$ =	+$
4	Homer Folks West	$	+$	+$ =	+$
5	West Street Hill	$	+$	+$ =	+$
Total Annual Inspection, Start-up, and Preventative Maintenance Cost (A)					=$

Total Annual Estimated Non-Routine Repair Labor Cost for Cluster 4 - Otsego County		Estimated Hours	Total Labor Cost by Estimated Hours
Normal Working Hours (M-F, 8:00AM-5:00PM) Hourly Rate =	$	x 25 =	$
Off Labor Hours (M-F, 5:01PM-7:59AM & all-day Sat & Sun) Hourly Rate =	$	x 15 =	+ $
Holiday Labor Hours Hourly Rate =	$	x 5 =	+ $
Total Annual Estimated Non-Routine Repair Labor Cost (B)			=$

Total Annual Estimated Parts with Mark Up Cost for Cluster 4 - Otsego County		Estimated Annual Parts Cost	Estimated Annual Parts Mark Up
Parts Mark Up (not to exceed 20%) =	%	x $4,200 =	$
Estimated Annual Parts Cost			+ $4,200
Total Annual Estimated Parts with Mark Up Cost (C)			=$

Total Annual Estimated Combined Cost for Cluster 4 - Otsego County (A+B+C)	**$**

Total Annual Inspection, Start-up, and Preventative Maintenance Cost for Cluster 5 - Tioga County					
		A/C	Heat	Hot Water	Annual Total Per Site
1	Barnes Creek 1	$	+$	+$ =	$
2	Barnes Creek 2	$	+$	+$ =	+$
3	Jamie Avenue	$	+$	+$ =	+$

Total Annual Inspection, Start-up, and Preventative Maintenance Cost for Cluster 5 - Tioga County - Continued					
		A/C	Heat	Hot Water	Annual Total Per Site
4	Lancaster	$	+$	+$ =	+$
5	Tracy Road	$	+$	+$ =	+$
6	Waverly	$	+$	+$ =	+$
7	Waverly Carriage House	$	+$	+$ =	+$
Total Annual Inspection, Start-up, and Preventative Maintenance Cost (A)					=$

Total Annual Estimated Labor Cost for Cluster 5 - Tioga County		Estimated Hours	Total Labor Cost by Estimated Hours
Normal Working Hours (M-F, 8:00AM-5:00PM) Hourly Rate =	$	x 35 =	$
Off Labor Hours (M-F, 5:01PM-7:59AM & all-day Sat & Sun) Hourly Rate =	$	x 20 =	+ $
Holiday Labor Hours Hourly Rat e=	$	x 10 =	+ $
Total Annual Estimated Non-Routine Labor Cost (B)			=$

Total Annual Estimated Parts with Mark Up Cost for Cluster 5 - Tioga County		Estimated Annual Parts Cost	Estimated Annual Parts Mark Up
Parts Mark Up (not to exceed 20%) =	%	x $5,900 =	$
Estimated Annual Parts Cost			+ $5,900
Total Annual Estimated Parts with Mark Up Cost (C)			=$

Total Annual Estimated Combined Cost for Cluster 5 - Tioga County (A+B+C)	**$**

Total Annual Inspection, Start-up, and Preventative Maintenance Cost for Cluster 6 - Tompkins County					
		A/C	Heat	Hot Water	Annual Total Per Site
1	Abbott Road	$	+$	+$ =	$
2	Aurora Street	$	+$	+$ =	+$
3	Lincoln Street	$	+$	+$ =	+$
4	Peruville	$	+$	+$ =	+$
5	Pinckney Road	$	+$	+$ =	+$
Total Annual Inspection, Start-up, and Preventative Maintenance Cost (A)					=$

Total Annual Estimated Labor Cost for Cluster 6 - Tompkins County		Estimated Hours	Total Labor Cost by Estimated Hours
Normal Working Hours (M-F, 8:00AM-5:00PM) Hourly Rate =	$	x 25 =	$
Off Labor Hours (M-F, 5:01PM-7:59AM & all-day Sat & Sun) Hourly Rate =	$	x 15 =	+ $
Holiday Labor Hours Hourly Rate =	$	x 5 =	+ $
Total Annual Estimated Non-Routine Repair Labor Cost (B)			=$

Total Annual Estimated Parts with Mark Up Cost for Cluster 6 - Tompkins County		Estimated Annual Parts Cost	Estimated Annual Parts Mark Up
Parts Mark Up (not to exceed 20%) =	%	x $4,250 =	$
Estimated Annual Parts Cost			+ $4,250
Total Annual Estimated Parts with Mark Up Cost (C)			=$

Total Annual Estimated Combined Cost for Cluster 6 - Tompkins County (A+B+C)	**$**

Cost Proposal Summary and Signature Page

Total Annual Estimated Combined Cost	
Cluster 1 - Broome County	$
Cluster 2 - Chenango County	$
Cluster 3 - Delaware County	$
Cluster 4 - Otsego County	$
Cluster 5 - Tioga County	$
Cluster 6 - Tompkins County	$

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.