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

ANDREW M. CUOMO
Governor

THEODORE KASTNER, MD, MS
Commissioner

OPWDD Contract Management Unit on behalf of:

Finger Lakes Developmental Disabilities State Operations Office

2020-2025 Central Air Conditioning System Inspections with Preventative Maintenance, Start up, and/or Repair Service in Chemung, Livingston, Monroe, Ontario, Schuyler, Seneca, Steuben, Wayne, Wyoming, and Yates Counties

FL 012420

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. Finger Lakes Developmental Disabilities State Operations Office (hereinafter "OPWDD") is an agency of OPWDD serving Chemung, Livingston, Monroe, Ontario, Schuyler, Seneca, Steuben, Wayne, Wyoming, and Yates 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

Jennifer Vallely, CMS I for
Laura Pushkarsh, CMS 2
OPWDD Contract Management Unit
26 Center Circle
Wassaic, New York 12592-2637
Phone: 845-877-6821 ext. 3333 Fax: 845-877-3004
eny.nyc.li.contracthub@opwdd.ny.gov

3. Timetable of Proposal Due Dates

IFB Release Date	11 December 2019
Final Date for Receipt of Questions	30 December 2019
Official Responses to Questions By	10 January 2020
Proposal Due Date – Bid Opening	2:00pm, 24 January 2020
Evaluation & Selection	7 February 2020
Notification of Awards	7 February 2020
Contract start date (subject to change)	1 May 2020

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 **Central Air Conditioning System Inspections with Preventative Maintenance, Start-up, and/or Repair 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" (Consumer Price Index – Urban Wage Earners), not seasonally adjusted, Northeast urban - Size Class B/C, 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: FL 012420**
C/O Jennifer Vallely, CMS1
26 Center Circle, Building 58, Service Building
Wassaic, New York, 12592-2637

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 has at least three (3) years of relevant experience to complete the work as listed in Qualifications and Scope of Work.

C. Late Bids

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

14. Procurement Information, Mandatory Requirements

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

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

The designated contact person is Laura Pushkarsh, CMS 2, Laura.x.Pushkarsh@opwdd.ny.gov. The Restricted Period for this procurement begins with the date of the advertisement in the NYS Contract Reporter and will end when the NYS Office of the State Comptroller has approved the contract. All contact during the Restricted Period regarding this procurement must be made with the OPWDD designated contact person.

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

B. Questions Regarding this Procurement

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

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

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

C. OPWDD Rights

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

(2) In the event of contract award, all documentation produced as part of the contract will become the exclusive property of OPWDD. OPWDD reserves a royalty free, non-exclusive, and 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.

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

There are Thirteen (13) Clusters; each cluster will be evaluated separately. OPWDD will select the responsible and responsive Bidder(s) that will provide the lowest Total Annual Estimated Combined Cost per cluster.

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

A) Total Annual Inspections & Start-ups are calculated by adding the sum of all annual services inspections & start-ups in the cluster.
(B) Total Annual Estimated Repair Services are calculated by multiplying labor rates by estimated hours, then totaling estimated labor costs.
(C) Total Annual Estimated Parts with Mark-up are calculated by multiplying parts mark-up percentage by estimated parts cost, then totaling parts mark-up cost and estimated parts cost.

Total Annual Estimated Combined Cost for each cluster will be calculated by adding the sum of:
(A) Total Annual Inspections & Start-ups,
(B) Total Annual Estimated Repair Services, and
(C) Total Annual Estimated Parts with Markup.

Record all Total Annual Estimated Combined Costs per Cluster, for which you are bidding, on page 39 of the Cost Proposal.

Repair hours are estimated as detailed on each cluster's Cost Proposal Form. Normal working hours are Monday-Friday 7:30am-4pm. Off Hours are: Monday-Friday 4:01pm-7:29am and all day Saturday and Sunday. Holidays are listed in the Qualifications & Scope of Work.

Parts are based on an estimated dollar amount (that varies per cluster) plus markup percentage.
****Parts Mark-up is capped at 20%. All bids exceeding this limit will be reduced to 20%.***

In the event of mathematical errors, calculations will be done using Annual Inspection & Start-up rates per site, Hourly Labor Rates, and Parts Mark Up percentages.

Vendors 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. Only proposals judged to be responsive to the submission requirements set forth in this IFB will be evaluated. OPWDD reserves the right to reject any and all offers.

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

Qualifications & Scope of Work

Qualifications & Scope of Work

Central Air Conditioning System Inspections with Preventative Maintenance, Start Up, and/or Repair Service

Statement of Work
The Contractor shall provide Central Air Conditioning System Inspections with Preventative Maintenance, Start Up and/or Repair Services to each of the community sites operated by the Finger Lakes DDSOO as listed on the Cost Proposal Form.

Upon award of contract, Contractor will have 60 days to schedule and complete annual service inspections.

ALL ANNUAL INSPECTIONS WITH PREVENTATIVE MAINTENANCE AND SYSTEM START UPS MUST BE COMPLETED BETWEEN MAY 1ST AND JUNE 30TH of EACH CONTRACT YEAR, AFTER INITIAL CONTRACT AWARD.

The Contractor must contact each House Manager to arrange access to the residence and schedule the annual inspection with preventative maintenance and system start up. Phone numbers for each site are listed on the Cost Proposal Form. A schedule of annual services must be submitted in writing to the Plant Superintendent once House Manager arrangements have been finalized. No work should begin until Plant Superintendent has been notified.

Detailed Specifications

I. Inspections with Preventative Maintenance (PM)

A. Equipment Included
The general description of the major pieces of equipment shall be:
Air Handling Systems, fans, motors, air grills, plenums, registers, air filters, dampers, induction units, mixing boxes, fan coils units, condensers, temperature control system thermostats, pressure controls, relays, limits, valve operators, damper motors, humidity controls, step switches, time clocks, contractors, controllers, capacity controls, safety controls, recorders, control panels, gauges, electrical wiring motors, check valves, and piping insulation.

B. Procedures
1. The Contractor shall utilize the manufacturer's preventive maintenance directions, which indicate task functions to be performed on each scheduled service.
2. As work is due, the Contractor shall issue, to his mechanic on the job, the necessary and appropriate recommended maintenance procedures and a

listing of any special lubricants, tools, etc., that are required for proper maintenance of the apparatus concerned.

C. Services Included
The general services listed below shall apply to the systems and equipment listed above in Section I, A. Equipment Included.

1. Refrigerant replacement in DX Systems as needed.
2. Examine each piece of equipment and device to see that it is functioning properly and is in good operational condition.
3. Clean all components of dust, old lubricants, etc. to allow the equipment to function as designed.
4. Inspect all ductwork for loose or missing insulation, where necessary, repair and/or replace. When this is discovered, contact the Finger Lakes DDSOO Work Control Center office for approval of work outside contract amount.
5. Inspect all ductwork for loose duct tape or access panels (that would allow air leakage); repair or replace as needed.
6. Lubricate all equipment where needed to permit bearings, gears, and all contact wearing points to operate freely and without undue wear.
7. Adjust all linkage, motors, drives, etc. that have drifted from the initial design settings and positions.
8. Calibrate all sensing, monitoring, output, safety, and read-out devices for proper ranges, settings and optimum efficiencies.
9. Vacuum out all supply and return diffusers.
10. Check operation of supply fan making any adjustments and performing any lubrication and/or fan belt adjustment or replacement, if applicable.
11. Check proper operation of outside/return air mixing dampers and associated controls and wiring.
12. Check and clean condensate drain and pump for proper operation.
13. Check operation of thermostat fan switch and all interfaced control systems for proper fan operation.
14. Clean condenser and check operation of condenser fan.
15. Clean coil with EPA approved, non-corrosive coil cleaner. Check integrity of drain pan.
16. Check condition of expansion valve, if applicable.
17. Check operation of crankcase heaters, if applicable.
18. Change any and all types of air filters. Provider filters for twelve (12) complete filter replacements per air handler. Filters are to be supplied by the Contractor. Filters should have a MERV 8 rating or better.
19. Start system and check overall performance. 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.

20. Check refrigerant levels and notify the Finger Lakes DDSOO Work Control Center Office of any necessary repairs if refrigerant leaks are detected in the system.
21. During operation, check operational performance of all electric control systems making any necessary adjustments.
22. **All miscellaneous materials and supplies (lubricants, belts, tools, test instruments, meters, filters, etc.) necessary to provide preventative maintenance (PM) shall be supplied by the Contractor and shall be included in the Central Air Conditioning System Inspection with PM and Start Up service cost.**

II. **Parts Repair/Replacement**

1. 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. (Prior approval required by the Finger Lakes DDSOO Work Control Center, with the Contractor providing a written estimate).
2. Authorization to repair or replace systems or components over $1,000 must be authorized by the Work Control Center Plant Superintendent or designee.
3. If an emergency repair is needed during business hours the technician will contact the Work Control Center Plant Superintendent or designee. For emergency repairs after business hours, the technician will notify House staff. House staff will contact the On-Call Maintenance Supervisor for authorization.
4. Notification & cost estimate of needed non-emergency repairs beyond the inspection and/or maintenance must be faxed to the Work Control Center Plant Superintendent or designee at **(585) 461-8690** within 24 hours for approval, prior to making additional repairs.

III. **Reports**

1. The Contractor shall provide an individual inspection report for each house serviced after each PM visit, noting that the inspection and maintenance were completed for each unit.
2. The Inspection with Preventative Maintenance and Start Up Service Report must indicate the system's manufacturer and the model and/or serial number of the unit(s) serviced.
3. Any defects found must be indicated along with a quotation for repairs.
4. A copy of this report must be left at the residence and a copy provided to the Work Control Center WITHIN 48 HOURS to the following fax: **(585) 461-8690**

IV. Working Hours

1. The maintenance work to be performed under these specifications shall be performed during the normal working hours of 7:30 am to 4:00 pm, Monday to Friday.
2. All repair work is to be performed during working hours unless specifically authorized by the DDSOO Work Control Center Plant Superintendent or designee.
3. Off Labor hours are Monday through Friday, 4:01 pm – 7:29 am and all-day Saturday and Sunday.
4. Holiday Labor hours are on the calendar Holiday, not necessarily the observed day.
    a) Recognized Holidays are:
        1. New Year's Day
        2. Birthday of Martin Luther King, Jr.
        3. Washington's Birthday
        4. Memorial Day
        5. Independence Day
        6. Labor Day
        7. Columbus Day
        8. Veterans Day
        9. Thanksgiving Day
        10. Christmas Day

V. Call Back Service

The Contractor shall provide call back service within four (4) hours after receipt of a request for such service by telephone or otherwise from the DDSOO. Call back service shall be performed as part of this contract without additional charge. The Contractor shall provide the Work Control Center Supervisor with names and telephone numbers of persons to be contacted.

VI. Emergency Service

The Contractor shall provide emergency service within four (4) hours after receipt of a request for such service by telephone or otherwise from the DDSOO. The DDSOO agrees to pay the Contractor for emergency service repairs at the rate set forth in the Cost Proposal. Travel charges will not be paid. Payment for services shall apply only to the hours of service while at the site and not from the time of departure from the contractor's office to the time of return to the contractor's office. One billable hour of labor may be charged for any emergency repair/service that takes less than one hour to complete.

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

VIII. ACCOUNTING

A. JOB TICKETS

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 if service is satisfactory. The following information is to be recorded on each Job Ticket:

1. The Name of the Site
2. The type of service completed
3. The date of service
4. The Signature of House Manager or designee.

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

B. **PREVAILING WAGES**: Prevailing Wages apply to this contract. Prevailing Wage will be applicable to all maintenance repairs, replacements and modifications provided under this contract. Inspections and start-up service are not covered by Article 8 of the New York State Labor Law. The PRC number for this contract is # 2019011929. A copy of Contractors certified payroll is required to be submitted with invoices prior to payment for services rendered.

C. INVOICES

Invoices must indicate Invoice number, PO# OPD01- , Contract number, the name of the site, the date of service and the type of service rendered. 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 Finger Lakes DDSOO
Unit ID: 3660235
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.

Cost Proposal Form

Complete for each cluster you wish to bid on. All locations within a cluster must be included in your bid. Please note estimated labor hours and parts costs. These are estimates only. Payment will be made on actual services rendered. Please double check all your math. Refer to page 17, #17-Evaluation Criteria: Method of Award for more information. Include the completed Signature Page (page 39) with your bid.

Cluster 1 - Chemung County

LOCATION	ADDRESS	PHONE NUMBER	A/C MFG/INSTALL	A/C TYPE	ANNUAL INSPECTION w/ Preventative Maintenance & START-UP
Big Flats IRA	419 Sing Sing Rd Horseheads, NY 14845	607-739-1923	Goodman	1 Central Unit	$
Chemung IRA	671 Wyncoop Creek Dr Chemung, NY 14825	607-529-3929	Kelvinator	1 Central Unit	**+** $
Pine City IRA	1503 Pennsylvania Ave Pine City, NY 14871	607-733-5634	Rudd	2 Central Units	**+** $
Van Etten IRA	117 Langford Creek Rd Van Etten, NY 14889	607-589-6866	Goodman Fujitsu	2 Central Units	**+** $
Veteran IRA	45 Hancock Dr. Horseheads, NY 14843	607-739-5740	not known Heil	2 Central Units	**+** $
				Total Annual Inspections & Start-ups - Cluster 1 (A) =	$

Repair Service Hourly Rates			
Monday-Friday 7:30am - 4pm	$	**X** Estimated **15** Hours =	$
Monday-Friday 4:01pm-7:29am & Sat/Sun 12:00am-11:59pm	$	**X** Estimated **10** Hours =	**+** $
Federal Holiday	$	**X** Estimated **5** Hours =	**+** $
		Total Annual Estimated Repair Services - Cluster 1 (B) =	$

Parts with Mark-up **Parts Mark-up is capped at 20%*			
Parts Mark-up	%	**X $1,500.00** (Estimated Annual Parts) =	$
		Estimated Annual Parts =	**+ $1,500.00**
		Total Annual Estimated Parts with Mark-up - Cluster 1 (C) =	$

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

Cluster 2 - West Livingston County

LOCATION	ADDRESS	PHONE NUMBER	A/C MFG/INSTALL	A/C TYPE	ANNUAL INSPECTION w/ Preventative Maintenance & START-UP
Autumn Lane IRA	29 Fiddler Rd. Mt. Morris, NY 14510	585-658-3884	Luxaire	3 Central Units	$
Bellamy IRA	6220 Fiddler Rd. Mt. Morris, NY 14510	585-658-9750	Luxaire	3 Central Units	+ $
Caledonia IRA	328 Grand Circle Ave. Caledonia, NY 14423	585-538-2600	Goodman	1 Central Unit	+ $
Geneseo IRA	40 Avon Rd. Geneseo, NY 14510	585-243-0143	Carrier	2 Central Units	+ $
Keating IRA	3 Keating Lane Nunda, NY 14517	585-468-5727	Payne York	3 Central Units	+ $
Nunda IRA	30 South Church St Nunda, NY 14517	585-468-2370	Air Flo not known	2 Central Units	+ $
Walnut IRA	8 Walnut St. Nunda, NY 14517	585-468-5915	Goodman Luxaire	3 Central Units	+ $
Total Annual Inspections & Start-ups - Cluster 2 (A) =					$

Repair Service Hourly Rates			
Monday-Friday 7:30am - 4pm	$	**X** Estimated **21** Hours =	$
Monday-Friday 4:01pm-7:29am & Sat/Sun 12:00am-11:59pm	$	**X** Estimated **14** Hours =	+ $
Federal Holiday	$	**X** Estimated **7** Hours =	+ $
Total Annual Estimated Repair Services - Cluster 2 (B) =			$

Parts with Mark-up **Parts Mark-up is capped at 20%*			
Parts Mark-up	%	**X $2,100.00** (Estimated Annual Parts) =	$
		Estimated Annual Parts =	**+ $2,100.00**
Total Annual Estimated Parts with Mark-up - Cluster 2 (C) =			$

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

Cluster 3 - East Livingston County and Northwest Steuben County

LOCATION	ADDRESS	PHONE NUMBER	A/C MFG/INSTALL	A/C TYPE	ANNUAL INSPECTION w/ Preventative Maintenance & START-UP
Cedar Court IRA	50 Morse St. Dansville, NY 14437	585-335-2264	York Stellair	3 Central Units	$
Conesus IRA	5398 South Livonia Rd. Conesus, NY 14435	585-346-9519	Carrier	3 Central Units	+ $
Derby IRA	29 Applin Way Dansville, NY 14437	585-335-6916	Luxaire	3 Central Units	+ $
Jefferson IRA	9 West Jefferson St. Extn. Dansville, NY 14437	585-335-6918	Luxaire Heil Cossaire	3 Central Units	+ $
24 Main St IRA	24 Main St. Dannsville, NY 14437	585-335-8832	Trane	1 Central Unit	+ $
West Sparta IRA	4846 Stoner Hill Rd Dansville, NY 14437	585-335-2652	Payne	1 Central Unit	+ $
Witter IRA	48 Morse St Dansville, NY 14437	585-335-5030	Rheem	2 Central Units	+ $
LaRue IRA	105 Charles St. Wayland, NY 14572	585-728-3419	Luxaire	3 Central Units	+ $
Southview IRA	25 Southview Dr. Wayland, NY 14572	585-728-3421	Luxaire Rheem	2 Central Units	+ $
Total Annual Inspections & Start-ups - Cluster 3 (A) =					$

Repair Service Hourly Rates			
Monday-Friday 7:30am - 4pm	$	**X** Estimated **27** Hours =	$
Monday-Friday 4:01pm-7:29am & Sat/Sun 12:00am-11:59pm	$	**X** Estimated **18** Hours =	+ $
Federal Holiday	$	**X** Estimated **9** Hours =	+ $
Total Annual Estimated Repair Services - Cluster 3 (B) =			$

Parts with Mark-up **Parts Mark-up is capped at 20%*			
Parts Mark-up	%	**X $2,700.00** (Estimated Annual Parts) =	$
		Estimated Annual Parts =	**+ $2,700.00**
Total Annual Estimated Parts with Mark-up - Cluster 3 (C) =			$

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

Cluster 4 - Monroe County

LOCATION	ADDRESS	PHONE NUMBER	A/C MFG/INSTALL	A/C TYPE	ANNUAL INSPECTION w/ Preventative Maintenance & START-UP
Birch Lane IRA	264 Birch Lane West Webster, NY 14580	585-671-4624	Luxaire	2 Central Units	$
Brooklawn Dr IRA	31 Brooklawn Dr. Rochester, NY 14618	585-271-2221	Gibson	1 Central Unit	+ $
Chi Mar IRA	32 Chi Mar Dr. Rochester, NY 14624	585-426-7338	York	1 Central Unit	+ $
Chili IRA	19 Chili Ave. Scottsville, NY 14546	585-889-8362	Carrier	3 Central Units	+ $
Crittenden IRA	1310 Crittenden Rd Rochester, NY 14623	585-424-4429	Aire-flo	1 Central Unit	+ $
Elmwood	2325 Elmwood Ave Rochester, NY 14618	585-244-5423	Trane	2 Central Units	+ $
Firestone IRA	77 Firestone Rd Rochester, NY 14624	585-426-7980	Aire-flo	1 Central Unit	+ $
Greenbriar Dr. IRA	44 Greenbriar Dr. Rochester, NY 14624	585-426-4410	Air Temp	1 Central Unit	+ $
Hatch Rd IRA	1331 Hatch Rd Webster, NY 14580	585-671-6331	Comfort Air	1 Central Unit	+ $
Hilltop Dr IRA	8 Hilltop Dr Pittsford, NY 14534	585-381-2228	Goodman	1 Central Unit	+ $
Hilton IRA	761 East Ave Hilton, NY 14468	585-392-2400	Lennox	1 Central Unit	+ $
Keyel Dr. IRA	108 Keyel Dr Rochester, NY 14625	585-586-4981	York	2 Central Units	+ $
Larkspur IRA	130 Larkspur Lane Rochester, NY 14622	585-266-8205	Goodman	1 Central Unit	+ $
1401 Latta IRA	1401 Latta Rd Rochester, NY 14612	585-621-2680	Trane	1 Central Unit	+ $
2380 Latta IRA	2380 Latta Rd Rochester, NY 14612	585-723-5710	York	1 Central Unit	+ $
Lettington IRA	63 Lettington Rd. Rochester, NY 14624	585-235-7750	Goodman	1 Central Unit	+ $
Long Acre IRA	198 Long Acre Rd Rochester, NY 14621	585-544-3950	Goodman	1 Central Unit	+ $
Longpond IRA	1138 1/2 Longpond Rd Rochester, NY 14626	585-225-3740	Ducane	1 Central Unit	+ $
Metro DT	220 Metro Park Rochester, NY 14623	585-272-3050	Trane	4 Central Units (Rooftop)	+ $
Middle Road IRA	1678 Middle Road Rush, NY 14543	585-533-2210	Rheem	1 Central Unit	+ $
Peck Road IRA	481 Peck Road Spencerport, NY 14559	585-392-7344	AO Smith	1 Central Unit	+ $
2088 Penfield IRA	2088 Penfield Rd. Penfield, NY 14526	585-388-7333	York	1 Central Unit	+ $

Cluster 4 - Monroe County (cont.)

LOCATION	ADDRESS	PHONE NUMBER	A/C MFG/INSTALL	A/C TYPE	ANNUAL INSPECTION w/ Preventative Maintenance & START-UP
Penfield N IRA	2301 Penfield Rd Penfield, NY 14526	585-388-0095	Trane	2 Central Units	**+** $
Penfield S IRA	2303 Penfield Rd Penfield, NY 14526	585-388-8223	Trane	2 Central Units	**+** $
2900 Penfield IRA	2900 Penfield Rd. Macedon, NY 14502	585-388-5150	Rudd	1 Central Unit	**+** $
Pine Trail IRA	80 Pine Trail Dr. Honeoye Falls, NY 14472	585-582-1786	Carrier	2 Central Units	**+** $
Rush IRA	1070 Rush Scottsville Rd. Rush, NY 14543	585-533-1695	Rheem Goodman	3 Central Units	**+** $
Scottsville IRA	724 North Rd. Scottsville, NY 14546	585-889-7220	Rheem	1 Central Unit	**+** $
4519 St. Paul IRA	4519 St. Paul Blvd. Rochester, NY 14617	585-342-1179	Carrier	1 Central Unit	**+** $
2068 St. Paul IRA	2068 St. Paul Blvd. Rochester, NY 14621	585-266-5266	Goodman	1 Central Unit	**+** $
Telephone Rd IRA	275 Telephone Rd. West Henrietta, NY 14586	585-359-1330	Corsiare	2 Central Units	**+** $
Terrain Dr. IRA	19 Terrain Dr. Rochester, NY 14618	585-241-0130	York	2 Central Units	**+** $
Tobey Rd IRA	222 Tobey Rd Pittsford, NY 14534	585-249-0320	Goodman	1 Central Unit	**+** $
3 Whittier IRA	3 Whittier Rd Rochester, NY 14624	585-594-9414	Rheem	1 Central Unit	**+** $
331 Whittier IRA	331 Whittier Rd Rochester, NY 14624	585-594-1255	Carrier	1 Central Unit	**+** $
Wilder Road IRA	433 Wilder Rd Hilton, NY 14468	585-392-5445	Carrier	1 Central Unit	**+** $
Wilder Road IRA	435 Wilder Rd Hilton, NY 14468	585-392-5445	Carrier	2 Central Units	**+** $
Total Annual Inspections & Start-ups - Cluster 4 (A) =					$

Repair Service Hourly Rates			
Monday-Friday 7:30am - 4pm	$	**X** Estimated **111** Hours =	$
Monday-Friday 4:01pm-7:29am & Sat/Sun 12:00am-11:59pm	$	**X** Estimated **74** Hours =	**+** $
Federal Holiday	$	**X** Estimated **37** Hours =	**+** $
Total Annual Estimated Repair Services - Cluster 4 (B) =			$

Cluster 4 - Monroe County (cont.)

Parts with Mark-up **Parts Mark-up is capped at 20%*			
Parts Mark-up	%	**X $11,100.00** (Estimated Annual Parts) =	$
		Estimated Annual Parts =	**+ $11,100.00**
Total Annual Estimated Parts with Mark-up - Cluster 4 (C) =			$

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

Cluster 5 - West Ontario County

LOCATION	ADDRESS	PHONE NUMBER	A/C MFG/INSTALL	A/C TYPE	ANNUAL INSPECTION w/ Preventative Maintenance & START-UP
Buffalo St IRA	182 Buffalo St. Canandaigua, NY 14424	585-394-1170	Goodman Rheem (2)	3 Central Units	$
Gibson IRA	338 Gibson St Canandaigua, NY 14424	585-396-2952	Carrier	3 Central Units	**+** $
Martz IRA	5700 Martz Rd Farmington, NY 14502	315-986-4373	Heil Aire-Flo Gibson	3 Central Units	**+** $
Middle Chesire IRA	4301 Middle Chesire Rd Canandaigua, NY 14424	585-396-9230	Trane	3 Central Units	**+** $
Naples IRA	7814 Gulick Rd. Naples, NY 14512	585-374-6179	Lennox	1 Central Unit	**+** $
South Ave IRA	49 South Ave Bloomfield, NY 14469	585-657-8178	Carrier	1 Central Unit	**+** $
South Bristol IRA	6860 Gulick Rd. Naples, NY 14512	585-374-5512	Rheem	2 Central Units	**+** $
Sunray Crest IRA	6489 Sunray Crest Dr. Victor, NY 14564	585-924-4568	Ruud (2) Weather King	3 Central Units	**+** $
Wells Curtice IRA	5580 Wells Curtice Rd Canandaigua, NY 14424	585-394-7428	Heil American Standard	2 Central Units	**+** $
Total Annual Inspections & Start-ups - Cluster 5 (A) =					$

Repair Service Hourly Rates			
Monday-Friday 7:30am - 4pm	$	**X** Estimated **27** Hours =	$
Monday-Friday 4:01pm-7:29am & Sat/Sun 12:00am-11:59pm	$	**X** Estimated **18** Hours =	**+** $
Federal Holiday	$	**X** Estimated **9** Hours =	**+** $
Total Annual Estimated Repair Services - Cluster 5 (B) =			$

Parts with Mark-up **Parts Mark-up is capped at 20%*			
Parts Mark-up	%	**X $2,700.00** (Estimated Annual Parts) =	$
		Estimated Annual Parts =	**+ $2,700.00**
Total Annual Estimated Parts with Mark-up - Cluster 5 (C) =			$

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

Cluster 6 - East Ontario County

LOCATION	ADDRESS	PHONE NUMBER	A/C MFG/INSTALL	A/C TYPE	ANNUAL INSPECTION w/ Preventative Maintenance & START-UP
Eagle St IRA	32 Eagle St Phelps, NY 14532	315-548-7613	Goodman Aire-Flo	2 Central Units	$
East Main St. IRA	83 East Main St Clifton Springs, NY 14432	315-462-7032	Carrier	3 Central Units	**+** $
Gorham St. IRA	8 Gorham St. Rushville, NY 14544	585-554-5294	Carrier	2 Central Units	**+** $
Hopewell IRA	3226 Route 5 & 20 Canandaigua, NY 14424	585-394-2289	Carrier	1 Central Unit	**+** $
Port Gibson IRA	112 Field St. Port Gibson, NY 14537	315-331-6774	Trane	1 Central Unit	**+** $
Reed Corners IRA	3777 Reed Corners Rd. Canandaigua, NY 14424	585-396-2390	Carrier	3 Central Units	**+** $
Route #488 IRA	1505 Route 488 Phelps, NY 14532	315-548-8027	Carrier	2 Central Units	**+** $
Shortsville IRA	50 West Main St. Shortsville, NY 14548	585-289-3701	Lennox	1 Central Unit	**+** $
Summit Parkway IRA	4517 Summit Parkway Canandaigua, NY 14424	585-554-3503	Lennox Bryant	2 Central Units	**+** $
Wabash IRA	5133 Wabash Rd Geneva, NY 14456	585-526-4400	Luxaire Amana	3 Central Units	**+** $
West Lake Road IRA	4146 West Lake Rd Geneva, NY 14456	315-781-3246	Luxaire	3 Central Units	**+** $
Total Annual Inspections & Start-ups - Cluster 6 (A) =					$

Repair Service Hourly Rates			
Monday-Friday 7:30am - 4pm	$	**X** Estimated **33** Hours =	$
Monday-Friday 4:01pm-7:29am & Sat/Sun 12:00am-11:59pm	$	**X** Estimated **22** Hours =	**+** $
Federal Holiday	$	**X** Estimated **11** Hours =	**+** $
Total Annual Estimated Repair Services - Cluster 6 (B) =			$

Parts with Mark-up **Parts Mark-up is capped at 20%*			
Parts Mark-up	%	**X $3,300.00** (Estimated Annual Parts) =	$
		Estimated Annual Parts =	**+ $3,300.00**
Total Annual Estimated Parts with Mark-up - Cluster 6 (C) =			$

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

Cluster 7 - Schuyler County

LOCATION	ADDRESS	PHONE NUMBER	A/C MFG/INSTALL	A/C TYPE	ANNUAL INSPECTION w/ Preventative Maintenance & START-UP
Watkins Glen IRA	706 North Porter Ave Watkins Glen, NY 14891	607-535-4686	Payne	1 Central Unit	$
Total Annual Inspections & Start-ups - Cluster 7 (A) =					$

Repair Service Hourly Rates			
Monday-Friday 7:30am - 4pm	$	**X** Estimated **3** Hours =	$
Monday-Friday 4:01pm-7:29am & Sat/Sun 12:00am-11:59pm	$	**X** Estimated **2** Hours =	**+** $
Federal Holiday	$	**X** Estimated **1** Hours =	**+** $
Total Annual Estimated Repair Services - Cluster 7 (B) =			$

Parts with Mark-up **Parts Mark-up is capped at 20%*			
Parts Mark-up	%	**X $300.00** (Estimated Annual Parts) =	$
		Estimated Annual Parts =	**+ $300.00**
Total Annual Estimated Parts with Mark-up - Cluster 7 (C) =			$

Total Annual Estimated Combined Cost - Cluster 7 (A + B + C) =	**$**

Cluster 8 - Seneca County

LOCATION	ADDRESS	PHONE NUMBER	A/C MFG/INSTALL	A/C TYPE	ANNUAL INSPECTION w/ Preventative Maintenance & START-UP
Fayette IRA	2747 Route 96 Waterloo, NY 13165	315-539-8493	Lennox	2 Central Units	$
Interlaken IRA	8278 N. Main St. Interlaken, NY 14847	607-532-4870	Daikin	1 Central Unit	+ $
Marshall Rd IRA	1519 Marshal Rd. Waterloo, NY 13165	315-539-8203	Luxaire	3 Central Units	+ $
Myderse IRA	119 Mynderse St. Seneca Falls, NY 13148	315-568-4431	Luxaire	3 Central Units	+ $
North Road IRA	1750 North Road Waterloo, NY 13165	315-539-5646	York	3 Central Units	+ $
Peterman Rd IRA	27 Peterman Rd. Seneca Falls, NY 13148	315-568-4464	Luxaire	3 Central Units	+ $
Route 96 IRA	1545 North Rd. Waterloo, NY 13165	315-539-5040	Lennox	2 Central Units	+ $
Total Annual Inspections & Start-ups - Cluster 8 (A) =					$

Repair Service Hourly Rates			
Monday-Friday 7:30am - 4pm	$	**X** Estimated **21** Hours =	$
Monday-Friday 4:01pm-7:29am & Sat/Sun 12:00am-11:59pm	$	**X** Estimated **14** Hours =	+ $
Federal Holiday	$	**X** Estimated **7** Hours =	+ $
Total Annual Estimated Repair Services - Cluster 8 (B) =			$

Parts with Mark-up **Parts Mark-up is capped at 20%*			
Parts Mark-up	%	**X $2,100.00** (Estimated Annual Parts) =	$
		Estimated Annual Parts =	**+ $2,100.00**
Total Annual Estimated Parts with Mark-up - Cluster 8 (C) =			$

Total Annual Estimated Combined Cost - Cluster 8 (A + B + C) =	**$**

Cluster 9 - Steuben County

LOCATION	ADDRESS	PHONE NUMBER	A/C MFG/INSTALL	A/C TYPE	ANNUAL INSPECTION w/ Preventative Maintenance & START-UP
Campbell IRA	8761 Route 415 Campbell, NY 14821	607-527-8331	Goodman	1 Central Unit	$
Corning IRA	3209 Gordon Rd. Corning, NY 14830	607-936-4335	Mitsubishi Tempstar	3 Central Units (1 is a Variable Refrigerant Flow)	**+** $
Painted Post IRA	1 Reservoir Rd. Painted Post, NY 14870	607-936-6662	Trane	2 Central Units	**+** $
Savona IRA	6119 Route 415 Savona, NY 14879	607-583-2140	Goodman International Comfort	2 Central Units	**+** $
Total Annual Inspections & Start-ups - Cluster 9 (A) =					$

Repair Service Hourly Rates			
Monday-Friday 7:30am - 4pm	$	**X** Estimated **12** Hours =	$
Monday-Friday 4:01pm-7:29am & Sat/Sun 12:00am-11:59pm	$	**X** Estimated **8** Hours =	**+** $
Federal Holiday	$	**X** Estimated **4** Hours =	**+** $
Total Annual Estimated Repair Services - Cluster 9 (B) =			$

Parts with Mark-up **Parts Mark-up is capped at 20%*			
Parts Mark-up	%	**X $1,200.00** (Estimated Annual Parts) =	$
		Estimated Annual Parts =	**+ $1,200.00**
Total Annual Estimated Parts with Mark-up - Cluster 9 (C) =			$

Total Annual Estimated Combined Cost - Cluster 9 (A + B + C)=	**$**

Cluster 10 - West Wayne County

LOCATION	ADDRESS	PHONE NUMBER	A/C MFG/INSTALL	A/C TYPE	ANNUAL INSPECTION w/ Preventative Maintenance & START-UP
Cobblestone #101	101 Cobblestone Terrace Newark, NY 14513	315-331-3322	Trane	Ductless Air	$
Marion IRA	4082 North Main St Marion, NY 14505	315-926-5070	Trane	1 Central Unit	**+** $
Slocum IRA	6121 Slocum Rd. Ontario, NY 14519	315-524-4672	Goodman Rheem	2 Central Unit	**+** $
Vienna 545	545 Vienna St. Newark, NY 14513	315-524-4577	Daikin	Ductless Air	**+** $
Walworth IRA	4500 Ontario-Center Rd. Walworth, NY 14568	315-524-3010	Amana	1 Central Unit	**+** $
Williamson IRA	4080 Circle Dr. Williamson, NY 14589	315-589-8811	York	1 Central Unit	**+** $
Total Annual Inspections & Start-ups - Cluster 10 (A) =					$

Repair Service Hourly Rates			
Monday-Friday 7:30am - 4pm	$	**X** Estimated **18** Hours =	$
Monday-Friday 4:01pm-7:29am & Sat/Sun 12:00am-11:59pm	$	**X** Estimated **12** Hours =	**+** $
Federal Holiday	$	**X** Estimated **6** Hours =	**+** $
Total Annual Estimated Repair Services - Cluster 10 (B) =			$

Parts with Mark-up **Parts Mark-up is capped at 20%*			
Parts Mark Up	%	**X $1,800.00** (Estimated Annual Parts) =	$
		Estimated Annual Parts =	**+ $1,800.00**
Total Annual Estimated Parts with Mark Up - Cluster 10 (C) =			$

Total Annual Estimated Combined Cost - Cluster 10 (A + B + C) =	**$**

Cluster 11 - East Wayne County

LOCATION	ADDRESS	PHONE NUMBER	A/C MFG/INSTALL	A/C TYPE	ANNUAL INSPECTION w/ Preventative Maintenance & START-UP
Huron IRA	6370 Clapper Rd. Wolcott, NY 14590	315-594-2452	Luxaire	3 Central Units	$
Total Annual Inspections & Start-ups - Cluster 11 (A) =					$

Repair Service Hourly Rates			
Monday-Friday 7:30am - 4pm	$	**X** Estimated **3** Hours =	$
Monday-Friday 4:01pm-7:29am & Sat/Sun 12:00am-11:59pm	$	**X** Estimated **2** Hours =	**+** $
Federal Holiday	$	**X** Estimated **1** Hours =	**+** $
Total Annual Estimated Repair Services - Cluster 11 (B) =			$

Parts with Mark-up **Parts Mark-up is capped at 20%*			
Parts Mark Up	%	**X $300.00** (Estimated Annual Parts) =	$
		Estimated Annual Parts =	**+ $300.00**
Total Annual Estimated Parts with Mark Up - Cluster 11 (C) =			$

Total Annual Estimated Combined Cost - Cluster 11 (A + B + C) =	**$**

Cluster 12 - Wyoming County

LOCATION	ADDRESS	PHONE NUMBER	A/C MFG/INSTALL	A/C TYPE	ANNUAL INSPECTION w/ Preventative Maintenance & START-UP
Koscielniak IRA	22 Handley St. Perry, NY 14530	585-237-6730	Luxaire	3 Central Units	$
Lakeview ICF	3660 Walker Rd. Perry, NY 14530	585-237-6742	Luxaire	3 Central Units	**+** $
North Maple IRA	179 North Maple St. Warsaw, NY 14513	585-786-2129	Luxaire	3 Central Units	**+** $
Perry ICF	344 South Main St. Perry, NY 14530	585-237-2221	Carrier	1 Large Chiller	**+** $
Silver Lake DT	7059 Standpipe Rd. Perry, NY 14530	585-237-2230	Aaon	7 Roof Top Units	**+** $
Total Annual Service Inspections & Start-ups - Cluster 12 (A) =					$

Repair Service Hourly Rates			
Monday-Friday 7:30am - 4pm	$	**X** Estimated **15** Hours =	$
Monday-Friday 4:01pm-7:29am & Sat/Sun 12:00am-11:59pm	$	**X** Estimated **10** Hours =	**+** $
Federal Holiday	$	**X** Estimated **5** Hours =	**+** $
Total Annual Estimated Repair Services - Cluster 12 (B) =			$

Parts with Mark-up **Parts Mark-up is capped at 20%*			
Parts Mark Up	%	**X $1,500.00** (Estimated Annual Parts) =	$
		Estimated Annual Parts =	**+ $1,500.00**
Total Annual Estimated Parts with Mark Up - Cluster 12 (C) =			$

Total Annual Estimated Combined Cost - Cluster 12 (A + B + C) =	**$**

Cluster 13 - Yates County

LOCATION	ADDRESS	PHONE NUMBER	A/C MFG/INSTALL	A/C TYPE	ANNUAL INSPECTION w/ Preventative Maintenance & START-UP
Dresden IRA	109 Seneca St Dresden, NY 14441	315-536-0722	Carrier	2 Central Units	$
Jerusalem IRA	2448 Potter Rd Penn Yan, NY 14527	315-536-7577	Payne	1 Central Unit	**+** $
Middlesex IRA	6166 S. Vine Valley Rd. Middlesex, NY 14507	585-554-3911	Rheem	1 Central Unit	**+** $
South Main St. IRA	80 South Main St Rushville, NY 14544	585-554-6888	Carrier	2 Central Units	**+** $
Total Annual Inspections & Start-ups - Cluster 13 (A) =					$

Repair Service Hourly Rates			
Monday-Friday 7:30am - 4pm	$	**X** Estimated **12** Hours =	$
Monday-Friday 4:01pm-7:29am & Sat/Sun 12:00am-11:59pm	$	**X** Estimated **8** Hours =	**+** $
Federal Holiday	$	**X** Estimated **4** Hours =	**+** $
Total Annual Estimated Repair Services - Cluster 13 (B) =			$

Parts with Mark-up **Parts Mark-up is capped at 20%*			
Parts Mark-up	%	**X $1,200.00** (Estimated Annual Parts) =	$
		Estimated Annual Parts =	**+ $1,200.00**
Total Annual Estimated Parts with Mark-up - Cluster 13 (C) =			$

Total Annual Estimated Combined Cost - Cluster 13 (A + B + C) =	**$**

Cluster	Total Annual Estimated Combined Cost
Cluster 1	$
Cluster 2	$
Cluster 3	$
Cluster 4	$
Cluster 5	$
Cluster 6	$
Cluster 7	$
Cluster 8	$
Cluster 9	$
Cluster 10	$
Cluster 11	$
Cluster 12	$
Cluster 13	$

Vendors 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.

_____ _____
Bidder Signature Print Name & Title

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

Name of Company: _____

Address: _____

Federal ID Number: Telephone: _____

Date: Fax: _____

No-Bid Form

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

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

☐ We are unable to bid at this time because:

_____

_____

_____

_____

_____

_____

_____

☐ 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.