



**Office for People With
Developmental Disabilities**

KATHY HOCHUL
Governor

KERRI E. NEIFELD
Commissioner

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

**Finger Lakes Developmental Disabilities State
Operations Office**

**2023-2028 Plumbing Services in Chemung,
Livingston, Monroe, Ontario, Schuyler, Seneca,
Steuben, Wayne, Wyoming and Yates Counties**

FL 080323

Invitation for Bid

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

Carol A. Jacobs, CMS 1 for
Christopher M. Davis, CMS 2
OPWDD Contract Management Unit
26 Center Circle
Wassaic, New York 12592-2637
Phone: 845-877-6821 x3007 Fax: 845-877-3004
eny.nyc.li.contracthub@opwdd.ny.gov

3. Timetable of Proposal Due Dates

IFB Release Date	22 June 2023
Final Date for Receipt of Questions	07 July 2023
Official Responses to Questions By	19 July 2023
Proposal Due Date – Bid Opening*	2:00pm 03 August 2023
Evaluation & Selection	18 August 2023
Notification of Awards	18 August 2023
Contract start date (subject to change)	01 December 2023

*Bid Opening to be via Web Ex, not in person. Please see page 6, Section 13.A. (4) for details

OPWDD has sole discretion to change the above dates

4. Objective of this IFB

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

5. General Description of Services

This IFB is for interested bidders to submit a bid for Plumbing Services for OPWDD sites in Chemung, Livingston, Monroe, Ontario, Schuyler, Seneca, Steuben, Wayne, Wyoming, and Yates Counties, 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, see Exhibit A - Cluster Information for Site Addresses and Phone Numbers. 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: FL 080323**
C/O Carol A. Jacobs, 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 **at 2:00 pm on the 03 August 2023** by following the Meeting link below:

<https://meetny.webex.com/meetny/j.php?MTID=mf3360bdd7120dd70882c7d9355a080c5>

or by calling: 1-518-549-0500 and using Access code: 161 245 1849

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

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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 Christopher M. Davis, CMS 2, Christopher.M.Davis@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;

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- 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

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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 twelve (12) clusters; each cluster will be evaluated separately. Vendors may bid on one or multiple clusters and multiple contracts may be awarded. OPWDD will select the responsible and responsive Bidder(s) who provide the **lowest Total Annual Estimated Combined Cost** per cluster. All clusters included in **Exhibit A - Cluster Information for Site Addresses and Phone Numbers** 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 (pg. 32-39). 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 a cost proposal contains mathematical errors, the labor rates per hour and parts markup percentage bid amounts submitted will be used to calculate the **Total Annual Estimated Combined Cost**.

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

Contractor shall provide plumbing services for OPWDD community residences in Chemung, Livingston, Monroe, Ontario, Schuyler, Seneca, Steuben, Wayne, Wyoming, and Yates Counties during and after business hours. The work would include call-ins, after hours, and scheduled work during business hours. Plumbing repair service shall be authorized by OPWDD's Plant Superintendent or designee. Please see Exhibit A – Cluster Information for site addresses and phone numbers (pg. 24).

SCOPE OF WORK

Basic plumbing services will include, but not be limited to, repairs, replacements, and maintaining all plumbing components compliant to industry and manufacturer standards.

1. Plumbing services include, but are not limited to the following:
 - a. Domestic cold and hot water lines within the structure from point of entry.
 - b. Household fixtures, water heaters and other pressure tanks
 - c. Sanitary lines to the first tank or public sewer system
 - d. Hot Water Fail Safe Systems
 - e. Hot Water Temperature Adjustment and Maintenance
 - f. Drain Auguring by Convention and Pressurized Techniques
 - g. Drain Camera Service
2. Exclusions: Water treatment equipment, fire suppression sprinkler systems, septic systems from inlet of first tank, heating and air conditioning equipment, asbestos removal, and water clean-up/damage (unless caused by the contractor).
3. Contractor shall return call for services within 30 minutes. Response shall be within 2.5 hours from time of return call.
4. Contractor must have properly trained staff available to respond to routine and emergency calls. Tools necessary to work with copper, threaded pipe and PEX tubing must be available. Appropriate drain clearing equipment up to 4" and pipe thawing equipment must be available as needed.
5. At the completion of each call, a repair service report must be left at the residence and copies provided to the Plant Superintendent by the following business day.

GENERAL REQUIREMENTS

1. On each service occasion, Contractor will coordinate activities with the Plant Superintendent or designee. A meeting will occur with the Plant Superintendent and the

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Contractor to establish the appropriate contact numbers and procedures prior to the first service call.

2. Prior to the commencement of scheduled work, there shall be a meeting with the Plant Superintendent to discuss specific safety requirements needed to be adhered to during the work period.
3. Contractor is advised that this is an occupied home and normally will be occupied during these times.
 - a. The Contractor must take all reasonable care to safeguard the residents and the staff.
 - b. The work as indicated above shall be completed as not to interfere with other functions of the residence. All work performed as part of this job is to be coordinated with the House Manager and Plant Superintendent listed above.
4. All tools must always be controlled, and debris, tools and materials secured and stored at the end of each workday.
5. Smoking is prohibited by contractors at all residential and program sites owned by OPWDD.
6. During service, if hot work is necessary, notification must be made to the Plant Superintendent or designee prior to start of this phase of work. Hot work must be completed in methods that comply with OSHA requirements.
7. Safety Data Sheets as applicable will be provided to the Plant Superintendent prior to the start of work and a copy maintained at the property.
8. All applicable environmental testing associated with this work will be provided to the Contractor as necessary. Suspect ACM must not be disturbed. OPWDD will provide appropriate testing and abatement as needed.
9. The CONTRACTOR'S employees will adhere to all policies and regulations of OPWDD, including but not limited to parking, etc.

SERVICE CALL

1. Normal working hours are Monday-Friday 8:00am-5:00pm. After hours are Monday-Friday 5:01pm-7:59am, Saturday and Sunday 12:00am-11:59pm. Holidays are listed below:
 - New Year's Day
 - Martin Luther King, Jr. Day

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- Washington's Birthday
 - Memorial Day
 - Juneteenth
 - Independence Day
 - Labor Day
 - Columbus Day
 - Veterans Day
 - Thanksgiving Day
 - Christmas Day
2. Vendor must be able to respond to emergency calls 24 hours a day. Vendors shall provide emergency service within three (3) hours of receipt of a request for such service by telephone or otherwise from OPWDD.
 3. After the assessment of a needed repair is made, further authorization from the Plant Superintendent or designee is required when:
 - a. Any modifications (including replacements or removal) of existing piping are necessary.
 - b. Repair costs are estimated to be over \$500.
 4. Contractor shall remove and properly dispose of all debris generated by repair work.
 5. All work must conform to all applicable codes and industry best practices.
 6. The contractor's employees will adhere to all policies and regulations of OPWDD.

PROPERTY DAMAGE

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

NOTICE: OPWDD reserves the right to request the dismissal of any contractual employee who violates the safety and security rules and regulations of OPWDD or who in any way may be considered a hindrance to quality care of the Individuals OPWDD serves.

ACCOUNTING**1. JOB TICKETS**

a) 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:

- The Name of the site
- The type of service completed
- The date of service
- The Signature of House Manager or designee.

b. 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 Contractor's files.

2. **PREVAILING WAGES**: Prevailing Wages does apply to this contract. The PRC number for this contract is PRC# 2023005438. A copy of Contractors certified payroll is required to be submitted with invoices prior to payment for services rendered.

3. INVOICES

- a. Invoices must indicate Invoice number, PO# OPD01- , Contract number, the name of the site, the date of service and the type of service rendered.
- b. Invoices for any parts purchased **MUST BE SUBMITTED** with the contractor's regular invoice to verify the markup percentage charged.
- c. An invoice may be submitted for a single site or multiple sites; as long as each site is itemized on the invoice.
- d. 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.

eInvoicing information may be found at: <https://bsc.ogs.ny.gov/nys-vendors>

4. **PAYMENT**

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

Exhibit A - Cluster Information for Site Addresses and Phone Numbers

Cluster 1				
County	Site	Street Address	City, State, Zip	Phone
Livingston	Autumn Lane	29 Fiddler Road	Mt. Morris, NY 14510	585-658-3884
Livingston	Avon	107 East Main Street	Avon, NY 14414	585-226-6547
Livingston	Bellamy	6220 Fiddler Road	Mt. Morris, NY 14510	585-658-9750
Livingston	Caledonia	328 Grand Circle	Caledonia, NY 14423	585-538-2600
Livingston	Creekside	35 South State Street	Nunda, NY 14517	585-468-2525/2526
Livingston	Doty DP	295 Mary Jemison Drive	Geneseo, NY 14454	585-243-5480
Livingston	East Avon	5243 East Main Street	Avon, NY 14414	585-226-3432
Livingston	Geneseo	40 Avon Road	Geneseo, NY 14454	585-243-0143
Livingston	Keating	3 Keating Lane	Nunda, NY 14517	585-468-5727
Livingston	Lima	1858 Rochester Street	Lima, NY 14485	585-582-1020/497-7122
Livingston	Livingston DP	3505 Thomas Drive	Lakeville, NY 14480	585-346-0779
Livingston	Nunda	30 South Church Street	Nunda, NY 14517	585-468-2370
Livingston	Walnut	8 Walnut Street	Nunda, NY 14517	585-468-5915

Cluster 2				
County	Site	Street Address	City, State, Zip	Phone
Livingston	Cedar Court	50 Morse Street	Dansville, NY 14437	585-335-2264
Livingston	Conesus	5398 S. Livonia Road	Conesus, NY 14435	585-346-9519
Livingston	Dansville	60 Elizabeth Street	Dansville, NY 14437	585-335-6660
Livingston	Derby	29 Applin Way	Dansville, NY 14437	585-335-6916
Livingston	Dogwood DP	311 North Main Street	Dansville, NY 14437	585-335-6770
Livingston	Jefferson	9 West Jefferson Street	Dansville, NY 14437	585-335-6918
Livingston	Livonia	6807 Richmond Mills Road	Livonia Center, NY 14488	585-346-5092
Livingston	Main Street	24 Main Street	Dansville, NY 14437	585-335-8832
Livingston	Springwater	7430 Howe Avenue	Springwater, NY 14560	585-669-2570
Livingston	West Sparta	4846 Stoner Hill Road	Dansville, NY 14437	585-335-2652
Livingston	Witter	48 Morse Street	Dansville, NY 14437	585-335-5030

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Cluster 3				
County	Site	Street Address	City, State, Zip	Phone
Ontario	Eagle Street	32 Eagle Street	Phelps, NY 14532	315-548-7613
Ontario	Geneva Day Services	3660 Pre-Emption Road	Geneva, NY 14456	315-781-0132
Ontario	Route 488	1505 Route 488	Phelps, NY 14532	315-548-8027
Ontario	Wabash	5133 Wabash Road	Geneva, NY 14456	585-526-4400
Ontario	West Lake	4146 W. Lake Road	Geneva, NY 14456	315-781-3246

Cluster 4				
County	Site	Street Address	City, State, Zip	Phone
Ontario	Naples	7814 Gulick Road	Naples, NY 14512	585-374-6179/7666
Ontario	South Bristol	6860 Gulick Road	Naples, NY 14512	585-374-5512
Ontario	Sunray Crest	6469 Sunray Crest Drive	Victor, NY 14564	585-924-4568
Ontario	Victor	220 West Main Street	Victor, NY 14564	585-924-4382

Cluster 5				
County	Site	Street Address	City, State, Zip	Phone
Seneca	Interlaken	8278 North Main Street	Interlaken, NY 14847	607-532-4870
Seneca	Marshall	1519 Marshall Road	Waterloo, NY 13165	315-539-8203
Seneca	Mynderse	119 Mynderse Street	Seneca Falls, NY 13148	315-568-4431
Seneca	North Road	1750 North Road	Waterloo, NY 13165	315-539-5646
Seneca	Ovid	7166 N. Main Street	Ovid, NY 14521	607-869-5106
Seneca	Peterman	27 Peterman Road	Seneca Falls, NY 13148	315-568-4464
Seneca	Romulus	2090 Cayuga Street	Romulus, NY 14541	607-869-9748
Seneca	Route 96	1545 North Road	Waterloo, NY 13165	315-539-5040

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Cluster 6				
County	Site	Street Address	City, State, Zip	Phone
Monroe	Bermar Park DP	40 Bermar Park	Gates, NY 14624	585-426-5226
Monroe	Birch Lane	264 Birch Lane	West Webster, NY 14580	585-671-4624
Monroe	Brooklawn Drive	31 Brooklawn Drive	Rochester, NY 14618	585-271-2221
Monroe	Chi Mar	32 Chi Mar Drive	Rochester, NY 14624	585-426-7338
Monroe	Chili	19 Chili Avenue	Scottsville, NY 14546	585-889-8362
Monroe	Cornerstone DP	2300 Buffalo Road Bldg. 1000	Gates, NY 14624	585-426-0670
Monroe	Crittenden	1310 Crittenden Road	Rochester, NY 14623	585-424-4429
Monroe	Culver	1633 Culver Road	Rochester, NY 14609	585-288-5872
Monroe	E. Henrietta DP	2059 East Henrietta Road	Rochester, NY 14623	585-334-3970
Monroe	Elmwood Avenue	2325 Elmwood Avenue	Rochester, NY 14618	585-244-5423
Monroe	Firestone	77 Firestone Drive	Gates, NY 14624	585-426-7980
Monroe	Greenbriar	44 Greenbriar Drive	Rochester, NY 14624	585-426-4410
Monroe	Hatch	1331 Hatch Road	Webster, NY 14580	585-671-6331
Monroe	Hilltop	8 Hilltop Drive	Pittsford, NY 14534	585-381-2228
Monroe	Hilton	761 East Avenue	Hilton, NY 14468	585-392-2400
Monroe	Keyel	108 Keyel Drive	Rochester, NY 14625	585-586-4981
Monroe	Larkspur	130 Larkspur Lane	Rochester, NY 14622	585-266-8205
Monroe	Latta	1401 Latta Road	Rochester, NY 14612	585-621-2680
Monroe	Latta Road	2380 Latta Road	Rochester, NY 14612	585-723-5710
Monroe	Lettington	63 Lettington Avenue	Rochester, NY 14624	585-235-7750
Monroe	Loden Lane	273 Loden Lane	Rochester, NY 14623	585-334-8530
Monroe	Long Acre	198 Long Acre Drive	Rochester, NY 14621	585-544-3950
Monroe	Long Pond	1138 1/2 Long Pond Road	Rochester, NY 14626	585-225-3740
Monroe	Metro Park	220 Metro Park	Rochester, NY 14623	585-272-3050
Monroe	Middle Road	1678 Middle Road	Rush, NY 14543	585-533-2210
Monroe	Monroe Developmental Center	620 Westfall Road	Rochester, NY 14620	585-461-8500
Monroe	Peck Road	481 Peck Road	Spencerport, NY 14559	585-392-7344
Monroe	Penfield	2088 Penfield Road	Penfield, NY 14526	585-388-7333

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Cluster 6 (continued)				
Monroe	Penfield North	2301 Penfield Road	Penfield, NY 14526	585-388-0095
Wayne	Penfield Road IRA	2900 Penfield Road	Macedon, New York 14502	585-388-5150
Monroe	Penfield South	2303 Penfield Road	Penfield, NY 14526	585-388-8223
Monroe	Pierce	30 Pierce Street	Webster, NY 14580	585-872-6270
Monroe	Pine Trail	80 Pine Trail	Honeoye Falls, NY 14472	585-582-1786
Monroe	Rush	1070 Rush-Scottsville Road	Rush, NY 14543	585-533-1695
Monroe	Rustic Village	249 West Squire #3	Rochester, NY 14623	585-266-3368
Monroe	Scottsville	724 North Road	Scottsville, NY 14546	585-889-7220
Monroe	St. Paul	2068 St Paul Street	Rochester, NY 14621	585-266-5266
Monroe	St. Paul	4519 St Paul Blvd	Rochester, NY 14617	585-342-1179
Monroe	Telephone Road	275 Telephone Road	West Henrietta, NY 14586	585-359-1330
Monroe	Terrain Drive	19 Terrain Drive	Brighton, NY 14618	585-241-0130
Monroe	Tobey Road	222 Tobey Road	Pittsford, NY 14534	585-249-0320
Monroe	Whittier	3 Whittier Road	Rochester, NY 14624	585-594-9414
Monroe	Whittier	331 Whittier Road	Spencerport, NY 14559	585-594-1255
Monroe	Wilder Road	433 Wilder Road	Hilton, NY 14468	585-392-5445
Monroe	Wilder Road 2	435 Wilder Road	Hilton, NY 14468	585-392-5814

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Cluster 7A				
County	Site	Street Address	City, State, Zip	Phone
Wayne	101 Cobblestone Terrace	101 Cobblestone Terrace	Newark, NY 14513	315-331-8601
Wayne	102 Cobblestone Terrace	102 Cobblestone Terrace	Newark, NY 14513	315-331-9688
Wayne	103 Cobblestone Terrace	103 Cobblestone Terrace	Newark, NY 14513	315-331-9614
Wayne	104 Cobblestone Terrace	104 Cobblestone Terrace	Newark, NY 14513	315-331-8679
Wayne	105 Cobblestone Terrace	105 Cobblestone Terrace	Newark, NY 14513	315-331-9792
Wayne	106 Cobblestone Terrace	106 Cobblestone Terrace	Newark, NY 14513	315-331-8504
Wayne	107 Cobblestone Terrace	107 Cobblestone Terrace	Newark, NY 14513	315-331-8513
Wayne	108 Cobblestone Terrace	108 Cobblestone Terrace	Newark, NY 14513	315-331-9549
Wayne	205 Cuyler Street	205 Cuyler Street	Newark, NY 14513	315-331-6448
Wayne	209 Cuyler Street	209 Cuyler Street	Newark, NY 14513	315-331-4912
Wayne	213 Cuyler Street	213 Cuyler Street	Newark, NY 14513	315-331-6747
Wayne	407 Vienna Street	407 Vienna Street	Newark, NY 14513	315-331-7818
Wayne	507 Church Street	507 Church Street	Newark, NY 14513	315-331-6730
Wayne	508 Church Street	508 Church Street	Newark, NY 14513	315-331-7619
Wayne	512 Church Street	512 Church Street	Newark, NY 14513	315-331-2048
Wayne	522 Church Street	522 Church Street	Newark, NY 14513	315-331-7220
Wayne	545 Vienna Street	545 Vienna Street	Newark, NY 14513	315-331-2514
Wayne	Alton	5493 Rt. 4	Sodus, NY 14551	315-483-6687
Wayne	East Main Street	83 E. Main Street	Clifton Springs, NY 14432	315-462-7032
Wayne	Huron	6370 Clapper Road	Wolcott, NY 14590	315-594-2452
Wayne	Madison Street	314 Madison Street	Newark, NY 14513	315-331-6765
Wayne	Marion	4082 N. Main Street	Marion, NY 14505	315-926-5070
Wayne	Newark Campus	509 Vienna Street	Newark, NY 14513	315-331-1700
Wayne	Ontario	2420 Trimble Road	Ontario, NY 14519	315-524-1970
Wayne	Palmyra	255 Cuyler Street	Palmyra, NY 14522	315-597-4484
Wayne	Palmyra Day Services	555 West Main Street	Palmyra, NY 14522	315-597-2317
Wayne	Port Gibson	112 Field Street	Port Gibson, NY 14537	315-331-6774
Wayne	Rose	4288 Lovers Lane	North Rose, NY 14516	315-587-4531
Wayne	Savannah	1591 Wellington Avenue	Savannah, NY 13146	315-365-3285

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Cluster 7A (continued)				
Wayne	Slocum Road	6121 Slocum Road	Ontario, NY 14519	315-524-4577
Wayne	Tymeson Day Services	703 East Maple Avenue	Newark, NY 14513	315-331-1700 x2819
Wayne	Walworth	4500 Ontario Center Road	Walworth, NY 14568	315-524-3010
Wayne	Williamson	4080 Circle Drive	Williamson, NY 14589	315-589-8811
Wayne	Wolcott	11894 West Main Street	Wolcott, NY 14590	315-594-2461

Cluster 7B				
County	Site	Street Address	City, State, Zip	Phone
Ontario	152 Gibson Street	152 Gibson Street	Canandaigua, NY 14424	585-394-3234
Ontario	338 Gibson Street	338 Gibson Street	Canandaigua, NY 14424	585-396-2952
Ontario	Bloomfield/South Avenue	49 South Avenue	Bloomfield, NY 14469	585-657-8178
Ontario	Buffalo Street	182 Buffalo Street	Canandaigua, NY 14424	585-394-1170
Ontario	Canandaigua Day Services	3220 Middle Cheshire Road	Canandaigua, NY 14424	585-394-5070
Ontario	Gorham	8 Gorham Road	Rushville, NY 14544	585-554-5294
Ontario	Hopewell	3226 Rt. 5 & 20	Canandaigua, NY 14424	585-394-2289
Ontario	Martz Road	5700 Martz Road	Farmington, NY 14502	315-986-4373
Ontario	Middle Cheshire	4301 Middle Cheshire Road	Canandaigua, NY 14424	585-396-9230
Ontario	Phelps Day Services	144 West Main Street	Phelps, NY 14532	315-548-7611
Ontario	Reed Corners	3777 Reed Corners Road Rt. 247	Canandaigua, NY 14424	585-396-2390
Ontario	Shortsville	50 West Main Street	Shortsville, NY 14548	585-289-3701
Ontario	South Main Street	80 South Main Street	Rushville, NY 14544	585-554-6888
Ontario	Summit	4517 Summit Parkway	Canandaigua, NY 14424	585-554-3503
Ontario	Weigert Road	869 Weigert Road	Farmington, NY 14425	585-924-0767
Ontario	Wells Curtice	5580 Wells Curtice Road	Canandaigua, NY 14424	585-394-7428

Invitation for Bid

Cluster 8				
County	Site	Street Address	City, State, Zip	Phone
Wyoming	Koscielniak	22 Handley Street	Perry, NY 14530	585-237-6730
Wyoming	Lakeview	3660 Walker Road	Perry, NY 14530	585-237-6742
Wyoming	North Maple	179 North Maple Street	Warsaw, NY 14569	585-786-2129
Wyoming	Perry	344 South Main Street	Perry, NY 14530	585-237-2221/2222
Wyoming	Silver Lake DP	7059 Standpipe Road	Perry, NY 14530	585-237-2230

Cluster 9				
County	Site	Street Address	City, State, Zip	Phone
Steuben	Campbell	8761 State Route 415	Campbell, NY 14821	607-527-8331
Steuben	Cohocton	37 South Main Street	Cohocton, NY 14826	585-384-5939
Steuben	Corning	3209 Gorton Road	Corning, NY 14830	607-936-4335
Steuben	LaRue	105 Charles Street	Wayland, NY 14572	585-728-3419
Steuben	Painted Post	1 Reservoir Road	Painted Post, NY 14870	607-936-6662
Steuben	Savona	6119 Route 415	Savona, NY 14879	607-583-2140
Steuben	Southview	25 Southview Drive	Wayland, NY 14572	585-728-3421

Cluster 10				
County	Site	Street Address	City, State, Zip	Phone
Schuyler	Montour Falls	243 North Genesee Street	Montour Falls, NY 14865	607-535-7655
Schuyler	Watkins Glen	706 North Porter Avenue	Watkins Glen, NY 14891	607-535-4686

Cluster 11				
County	Site	Street Address	City, State, Zip	Phone
Chemung	Big Flats	419 Sing Sing Road	Horseheads, NY 14845	607-739-1923
Chemung	Chemung	671 Wyncoop Road	Chemung, NY 14825	607-529-3929
Chemung	Pine City	1503 Pennsylvania Avenue	Pine City, NY 14817	607-733-5634
Chemung	Van Etten	117 Langford Creek Road	Van Etten, NY 14889	607-589-6866
Chemung	Veteran	45 Hancock Drive	Horseheads, NY 14845	607-739-5740

Invitation for Bid

Cluster 12				
County	Site	Street Address	City, State, Zip	Phone
Yates	Dresden	109 Seneca Street	Dresden, NY 14441	315-536-0722
Yates	Jerusalem	2448 Route 364	Penn Yan, NY 14527	315-536-7577
Yates	Vine Valley	6166 S. Vine Valley Road	Middlesex, NY 14507	585-554-3911

Cost Proposal Form

Directions: Bidders may choose one or more Clusters. Place the price for **Labor Rates Per Hour** for Monday-Friday, After Hours Monday-Friday, Sat/Sun, and Holidays and multiply by the Estimated Hours then add them together for the **Total Annual Estimated Labor Cost (A)**.

Place the **Parts Mark Up** percentage (not to exceed 20%) and multiply by **Estimated Annual Parts**. In the event that a Parts Mark Up percentage exceeds the cap of 20%, the percentage will be reduced to 20%. Add the Parts Mark Up and Estimated Annual Parts for the **Total Annual Estimated Parts Cost (B)**. Add the **Total Annual Estimated Labor Cost (A)** and **Total Annual Estimated Parts Cost (B)** for the **Total Annual Estimated Combined Cost (A+B)**.

Place the **Total Annual Estimated Combined Cost (A+B)** for each Cluster that you wish to bid on the Summary and Signature Page(pg. 39). Please make sure to sign the form.

Cluster 1			
Labor Rates per Hour			
Business Hours Monday-Friday 8am - 5pm	\$	X Estimated 144 Hours =	\$
After Hours Monday-Friday 5:01pm-7:59am Sat/Sun 12:00am-11:59pm	\$	X Estimated 60 Hours =	+ \$
Holidays	\$	X Estimated 8 Hours =	+ \$
Total Annual Estimated Labor Cost (A) =			\$
Parts with Mark Up <i>*Cannot be more than 20%</i>			
Parts Mark Up	%	X \$5,400.00 = (Estimated Annual Parts)	\$
Estimated Annual Parts =			+ \$5,400.00
Total Annual Estimated Parts Cost (B) =			\$
Total Annual Estimated Combined Cost (A+B) =			\$

Vendor Name: _____

Invitation for Bid

Cluster 2			
Labor Rates per Hour			
Business Hours Monday-Friday 8am - 5pm	\$	X Estimated 144 Hours =	\$
After Hours Monday-Friday 5:01pm-7:59am Sat/Sun 12:00am-11:59pm	\$	X Estimated 60 Hours =	+\$
Holidays	\$	X Estimated 8 Hours =	+\$
Total Annual Estimated Labor Cost (A) =			\$
Parts with Mark Up <i>*Cannot be more than 20%</i>			
Parts Mark Up	%	X \$5,400.00 = (Estimated Annual Parts)	\$
Estimated Annual Parts =			+\$5,400.00
Total Estimated Annual Parts with Mark Up (B) =			\$
Total Annual Estimated Combined Cost (A+B) =			\$

Cluster 3			
Labor Rates per Hour			
Business Hours Monday-Friday 8am - 5pm	\$	X Estimated 48 Hours =	\$
After Hours Monday-Friday 5:01pm-7:59am Sat/Sun 12:00am-11:59pm	\$	X Estimated 20 Hours =	+\$
Holiday	\$	X Estimated 4 Hours =	+\$
Total Annual Estimated Labor Cost (A) =			\$
Parts with Mark Up <i>*Cannot be more than 20%</i>			
Parts Mark Up	%	X \$1,800.00 = (Estimated Annual Parts)	\$
Estimated Annual Parts =			+\$1,800.00
Total Estimated Annual Parts with Mark Up (B) =			\$
Total Annual Estimated Combined Cost (A+B) =			\$

Vendor Name: _____

Invitation for Bid

Cluster 4			
Labor Rates per Hour			
Business Hours Monday-Friday 8am - 5pm	\$	X Estimated 48 Hours =	\$
After Hours Monday-Friday 5:01pm-7:59am Sat/Sun 12:00am-11:59pm	\$	X Estimated 20 Hours =	+\$
Holiday	\$	X Estimated 4 Hours =	+\$
Total Annual Estimated Labor Cost (A) =			\$
Parts with Mark Up <i>*Cannot be more than 20%</i>			
Parts Mark Up	%	X \$1,800.00 = (Estimated Annual Parts)	\$
Estimated Annual Parts =			+\$1,800.00
Total Estimated Annual Parts with Mark Up (B) =			\$
Total Annual Estimated Combined Cost (A+B) =			\$

Cluster 5			
Labor Rates per Hour			
Business Hours Monday-Friday 8am - 5pm	\$	X Estimated 96 Hours =	\$
After Hours Monday-Friday 5:01pm-7:59am Sat/Sun 12:00am-11:59pm	\$	X Estimated 40 Hours =	+\$
Holiday	\$	X Estimated 8 Hours =	+\$
Total Annual Estimated Labor Cost (A) =			\$
Parts with Mark Up <i>*Cannot be more than 20%</i>			
Parts Mark Up	%	X \$3,600.00 = (Estimated Annual Parts)	\$
Estimated Annual Parts =			+\$3,600.00
Total Estimated Annual Parts with Mark Up (B) =			\$
Total Annual Estimated Combined Cost (A+B) =			\$

Vendor Name: _____

Invitation for Bid

Cluster 6			
Labor Rates per Hour			
Business Hours Monday-Friday 8am - 5pm	\$	X Estimated 528 Hours =	\$
After Hours Monday-Friday 5:01pm-7:59am Sat/Sun 12:00am-11:59pm	\$	X Estimated 220 Hours =	+\$
Holiday	\$	X Estimated 32 Hours =	+\$
Total Annual Estimated Labor Cost (A) =			\$
Parts with Mark Up <i>*Cannot be more than 20%</i>			
Parts Mark Up	%	X \$19,800.00 = (Estimated Annual Parts)	\$
Estimated Annual Parts =			+\$19,800.00
Total Estimated Annual Parts with Mark Up (B) =			\$
Total Annual Estimated Combined Cost (A+B) =			\$

Cluster 7A			
Labor Rates per Hour			
Business Hours Monday-Friday 8am - 5pm	\$	X Estimated 420 Hours =	\$
After Hours Monday-Friday 5:01pm-7:59am Sat/Sun 12:00am-11:59pm	\$	X Estimated 176 Hours =	+\$
Holiday	\$	X Estimated 24 Hours =	+\$
Total Annual Estimated Labor Cost (A) =			\$
Parts with Mark Up <i>*Cannot be more than 20%</i>			
Parts Mark Up	%	X \$15,750.00 = (Estimated Annual Parts)	\$
Estimated Annual Parts =			+\$15,750.00
Total Estimated Annual Parts with Mark Up (B) =			\$
Total Annual Estimated Combined Cost (A+B) =			\$

Vendor Name: _____

Invitation for Bid

Cluster 7B			
Labor Rates per Hour			
Business Hours Monday-Friday 8am - 5pm	\$	X Estimated 208 Hours =	\$
After Hours Monday-Friday 5:01pm-7:59am Sat/Sun 12:00am-11:59pm	\$	X Estimated 84 Hours =	+\$
Holiday	\$	X Estimated 12 Hours =	+\$
Total Annual Estimated Labor Cost (A) =			\$
Parts with Mark Up <i>*Cannot be more than 20%</i>			
Parts Mark Up	%	X \$7,650.00 = (Estimated Annual Parts)	\$
Estimated Annual Parts =			+\$7,650.00
Total Estimated Annual Parts with Mark Up (B) =			\$
Total Annual Estimated Combined Cost (A+B) =			\$

Cluster 8			
Labor Rates per Hour			
Business Hours Monday-Friday 8am - 5pm	\$	X Estimated 60 Hours =	\$
After Hours Monday-Friday 5:01pm-7:59am Sat/Sun 12:00am-11:59pm	\$	X Estimated 24 Hours =	+\$
Holiday	\$	X Estimated 4 Hours =	+\$
Total Annual Estimated Labor Cost (A) =			\$
Parts with Mark Up <i>*Cannot be more than 20%</i>			
Parts Mark Up	%	X \$2,250.00 = (Estimated Annual Parts)	\$
Estimated Annual Parts =			+\$2,250.00
Total Estimated Annual Parts with Mark Up (B) =			\$
Total Annual Estimated Combined Cost (A+B) =			\$

Vendor Name: _____

Invitation for Bid

Cluster 9			
Labor Rates per Hour			
Business Hours Monday-Friday 8am - 5pm	\$	X Estimated 84 Hours =	\$
After Hours Monday-Friday 5:01pm-7:59am Sat/Sun 12:00am-11:59pm	\$	X Estimated 36 Hours =	+\$
Holiday	\$	X Estimated 4 Hour =	+\$
Total Annual Estimated Labor Cost (A) =			\$
Parts with Mark Up <i>*Cannot be more than 20%</i>			
Parts Mark Up	%	X \$3,150.00 = (Estimated Annual Parts)	\$
Estimated Annual Parts =			+\$3,150.00
Total Estimated Annual Parts with Mark Up (B) =			\$
Total Annual Estimated Combined Cost (A+B) =			\$

Cluster 10			
Labor Rates per Hour			
Business Hours Monday-Friday 8am - 5pm	\$	X Estimated 24 Hours =	\$
After Hours Monday-Friday 5:01pm-7:59am Sat/Sun 12:00am-11:59pm	\$	X Estimated 8 Hours =	+\$
Holiday	\$	X Estimated 4 Hour =	+\$
Total Annual Estimated Labor Cost (A) =			\$
Parts with Mark Up <i>*Cannot be more than 20%</i>			
Parts Mark Up	%	X \$900.00 = (Estimated Annual Parts)	\$
Estimated Annual Parts =			+\$900.00
Total Estimated Annual Parts with Mark Up (B) =			\$
Total Annual Estimated Combined Cost (A+B) =			\$

Vendor Name: _____

Invitation for Bid

Cluster 11			
Labor Rates per Hour			
Business Hours Monday-Friday 8am - 5pm	\$	X Estimated 60 Hours =	\$
After Hours Monday-Friday 5:01pm-7:59am Sat/Sun 12:00am-11:59pm	\$	X Estimated 24 Hours =	+\$
Holiday	\$	X Estimated 4 Hour =	+\$
Total Annual Estimated Labor Cost (A) =			\$
Parts with Mark Up <i>*Cannot be more than 20%</i>			
Parts Mark Up	%	X \$2,250.00 = (Estimated Annual Parts)	\$
Estimated Annual Parts =			+\$2,250.00
Total Estimated Annual Parts with Mark Up (B) =			\$
Total Annual Estimated Combined Cost (A+B) =			\$

Cluster 12			
Labor Rates per Hour			
Business Hours Monday-Friday 8am - 5pm	\$	X Estimated 36 Hours =	\$
After Hours Monday-Friday 5:01pm-7:59am Sat/Sun 12:00am-11:59pm	\$	X Estimated 16 Hours =	+\$
Holiday	\$	X Estimated 4 Hour =	+\$
Total Annual Estimated Labor Cost (A) =			\$
Parts with Mark Up <i>*Cannot be more than 20%</i>			
Parts Mark Up	%	X \$1,350.00 = (Estimated Annual Parts)	\$
Estimated Annual Parts =			+\$1,350.00
Total Estimated Annual Parts with Mark Up (B) =			\$
Total Annual Estimated Combined Cost (A+B) =			\$

Vendor Name: _____

Summary and Signature Page

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

*** Vendors may bid on one or multiple clusters. 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.