# Request for Quote

| **RFQ NUMBER: FL 121825** |
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| **RFQ Title:** 2025 ACM Clean Up Project for 509 Vienna Street |

**DESIGNATED CONTACT(S)**

**Primary Designated Contact Information:**
William Monroe, CMS 1
26 Center Circle
Wassaic, NY 12592
845-877-6821 Ext. 3334
william.r.monroe@opwdd.ny.gov

**Secondary Designated Contact Information:**
Zachary Guida, CMS 2
26 Center Circle
Wassaic, NY 12592
845-877-6821 Ext. 3182
zachary.j.guida@opwdd.ny.gov

**Secondary Designated Contact Information:**
Laura Pushkarsh, Associate Director of Contracts
26 Center Circle
Wassaic, NY 12592
845-877-6821 x3274
laura.x.pushkarsh@opwdd.ny.gov

**Secondary Designated Contact Information:**
Deborah Klase, Associate Director of Contracts
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**KEY EVENTS**

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| **OPWDD Issues Request for Quote (RFQ)** | **November 18, 2025** |
| **Mandatory Site Visit** | **10:00am, December 03, 2025** |
| **RFQ Due Date** | **December 18, 2025** |

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

**Designated Contact shall indicate if Procurement Lobbying Law/Restricted Period is in effect:** ☐ **Yes** ☒ **No**
*Where Procurement Lobbying Law is deemed applicable by the Designated Contact, by signing, Contractor affirms that it understands and agrees to comply with OPWDD's policies and procedures relative to permissible contacts. Information may be accessed at: Procurement Lobbying: https://ogs.ny.gov/acpl*

* Questions regarding the bid process for this procurement should be submitted via email to:
william.r.monroe@opwdd.ny.gov

**OVERVIEW**

The Office for People With Developmental Disabilities (OPWDD) Contract Management Unit on behalf of Finger Lakes Developmental Disabilities State Operations Office (DDSOO) is soliciting quotes from responsible and qualified contractors to perform ACM Clean Up Project for 509 Vienna Street located at 509 Vienna Street, Newark, NY 14513. Please see the Scope of Work and Mandatory Requirements on the following pages for additional details. **Services are to be completed within 90 working days of Contract approval**. Any delay in ability to complete services within 90 days due to weather or any other reason must be agreed upon by OPWDD and Contractor. References and insurances are required.

**MANDATORY SITE VISIT**

**A Site Visit is mandatory to submit a Quote**. The Mandatory Site visit has been scheduled for **10:00am on December 03, 2025**. The meeting location will be on the north side of 509 Vienna Street, Newark, NY 14513 at the loading dock. All interested Contractors **MUST** attend the site visit in order to submit a quote. For directions or questions regarding the site visit, please contact David Greco, Maintenance Supervisor 3 at (585) 259-4122, or by email at david.e.greco@opwdd.ny.gov.

Questions regarding the Scope of Work or the Project Site should be submitted in writing to david.e.greco@opwdd.ny.gov.

| **METHOD OF AWARD** |
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| This is a Request for Quote (RFQ), not a formal Invitation for Bid (IFB). OPWDD will select the responsible and responsive Bidder that will provide the lowest Total Cost for ACM Clean Up Project for 509 Vienna Street. A Bidder is to be defined as a vendor who submits a quote in response to this RFQ. Do not alter the Cost Proposal Form or leave any omissions or your quote may not be considered. Only proposals judged to be responsive to the submission requirements set forth in this RFQ will be evaluated. OPWDD reserves the right to reject any and all offers. OPWDD reserves the right to confirm any Contractor has the ability to perform the required services as outlined in the Scope of Work. In the event of a tie bid, the award will be made by random selection. Random selection will be made utilizing random.org/lists/.<br><br>If the Bidder submits a cost proposal which contains mathematical errors, the Total Cost for ACM Clean Up Project for 509 Vienna Street will be calculated using the pricing submitted for Labor Cost, Materials/Parts Cost, Equipment Cost, and Overhead Cost.<br><br>**The successful Bidder will be a NYS Small Business, and/or MWBE-certified pursuant to Article 15-A of the New York State Executive Law, or SDVOB-certified pursuant to Article 17-B of the New York State Executive Law. State Finance Law §160 (8), defines the terms "small business concern" or "small business" as meaning a business which is resident in New York state, independently owned and operated, not dominant in its field, and employs one hundred or less persons.** |
| **ATTACHMENTS** |
| Mandatory Supporting Documents (References and Vendor Responsibility Questionnaire). |

## 1. SCOPE OF WORK:

### ACM Clean Up Project for 509 Vienna Street

Finger Lakes DDSOO (hereinafter OPWDD) is seeking a qualified Contractor to perform decontamination and removal of Asbestos Containing Materials from the Wing 7 Attic Space of Building 58, located at 509 Vienna Street, Newark, NY 14513. The Contractor will provide all labor and materials necessary to complete the work in a professional manner according to the Scope of Work, and Asbestos Abatement Specification provided by Lozier Environmental Consulting, Inc. All work will be completed within 90 working days of contract approval unless modified below. This is a NYS Public Works project, and prevailing wages are to be paid, and certified payrolls must be submitted at time of completion. A copy of all material purchases for this project will be submitted with invoice. Upon completion of decontamination and removal of Asbestos Containing Materials and before the removal of equipment and tools, the Contractor is to schedule a quality control and assurance inspection with the Maintenance Supervisor or designee. Once there are adequate clear air samples, the site may be broken down.

### A. Detailed Specifications

Scope of Work includes, but is not necessarily limited to the following:

1. The Contractor will review the existing building asbestos survey data as provided by OPWDD and complete the mandatory site visit to develop an understanding of the abatement requirements, site conditions, and work constraints.
2. All staff involved with this abatement project must have an asbestos license that is up to date.
3. All asbestos work must follow New York Code Rule 56.
4. All work must follow all local, State and Federal laws.
5. Any required variance will be written and submitted to the DOL by OPWDD.
6. The Contractor will prepare an estimate of abatement costs.
7. The Contractor will present abatement and variance options if appropriate, to OPWDD for discussion and review.

8. All applicable environmental testing associated with this work will be provided to the contractor prior to start of work, if necessary.

9. The Contractor will prepare one (1) specification section for the asbestos abatement.

10. The Contractor will prepare one (1) specification section for worker protection

11. OPWDD will supply the Contractor with the names of the Project Monitor and the Air Monitor.

## B. General Requirements

1. Proposal will include the cost for all materials, labor, disposal of materials, fees, and a site clean-up. Final acceptance of completed job will be provided by the Maintenance Supervisor or designee.

2. Work schedules will be coordinated with the Maintenance Supervisor or designee. Work is to be done between the hours of 7:00am and 6:00pm Monday through Friday. The Contractor is advised that this is an operational site which may be occupied during these times. The work as indicated above will be scheduled as not to interfere with other functions of the site.

3. The site must be cleaned, and all tools, debris, and materials are to be secured and stored at the end of each workday. Any ladders, scaffolding, or lifts used in conjunction with this work are to be stored to the satisfaction of the Maintenance Supervisor or designee at the end of each day. Under no circumstances will scraps, especially fasteners, be left unsecured.

4. Any unforeseen conditions that may alter the established price are to be reported to the Maintenance Supervisor or designee immediately upon discovery.

5. The Contractor will cooperate with site managers and staff. The Contractor will comply with safety and security requirements imposed by the site. The Contractor will adhere to all policies and regulations of OPWDD, including but not limited to smoking, parking, etc. The Contractor is to adhere to local/state noise control ordinances/laws.

6. Prior to the commencement of the work, there will be a meeting with OPWDD Operations and Maintenance staff and Safety Department to discuss specific safety requirements needed to be adhered to during the work period.

7. Safety Data Sheets, as applicable will be provided to the Maintenance Supervisor or designee prior to the start of work, and a copy will be maintained on the property.

8. All applicable environmental testing associated with this work will be provided to the Contractor prior to start of work, if required.

9. Once the project has begun, it will be worked continuously until completed. If there are any delays, even if due to inclement weather, the Maintenance Supervisor or designee must be contacted.

10. The Contractor will take all reasonable care to safeguard Residents and OPWDD Staff by ensuring that all tools, materials, and other items are always controlled.

## C. Contractor Damages

Contractor will be liable for any damages caused to OPWDD property, i.e., but not limited to, roadways, sidewalks, lawn and landscaping, structures, utilities, and other infrastructure that is not part of this Scope of Work. The Contractor will be required to repair or replace any damaged property to the condition existing prior to start of the job.

## D. Contractor Liability

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

## E. Prevailing Wage

Prevailing Wage applies to this Contract. The PRC# for this Contract is 2025013775. The Contractor and its subcontractors will be registered with the New York State Department of Labor (NYSDOL) and submit their Certificate of Contractor Registration at the time of the bid submission for any Article 8 project.

A copy of the Contractor's certified payroll is required to be submitted with invoices before payment for service is rendered.

## F. Payment

Payment will be made for actual services rendered in accordance with State Finance Law, upon completion of project and inspection of OPWDD. Total Cost is not to exceed the amount provided on the Contactor's Cost Proposal Form without prior written approval from OPWDD.

## 2. MANDATORY REQUIREMENTS:

**A. Insurance Requirements** – 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 amounts indicated, with insurance companies authorized to do such business in the State of New York, covering all operations under this proposal and contract.

1. 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:

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

   b. 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.

      i. 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.

      ii. 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.

**B. References** – OPWDD may request bidders to submit at least three (3) references (Name, Title, Phone Number, and Email Address) associated with three (3) different projects (OGS, public, or private sector) of similar scope and size to the one identified in this RFQ that can provide evidence of the Contractor having experience in related work.

## 3. OPWDD TERMS AND CONDITIONS:

### A. Preparation and Submission of Quotes

1. Contractors requiring additional information in order to provide quotes should submit their questions in writing to the Primary Designated Contact and eny.nyc.li.contracthub@opwdd.ny.gov.

2. OPWDD will not be held liable for any cost incurred by the Contractor for work performed in the preparation of a response to this RFQ or for any work performed prior to the formal execution of a Contract.

3. Quotes submitted in response to this RFQ should be complete and timely. A Contractor is strongly encouraged to arrange for delivery of RFQ responses prior to the date of the RFQ Due Date. Late RFQ responses may be rejected. The received time of a RFQ response will be determined by the Designated Contact.

4. All Contractor responses to this RFQ must remain valid for at least 120 days from the RFQ Due Date, unless the time for selecting the candidate is extended by mutual consent of OPWDD and the Contractor.

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

## B. OPWDD Rights

1. OPWDD reserves the right to use any and all ideas presented in any response to the RFQ. 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 RFQ.

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 RFQ (Request for Quote);
   b. Withdraw the RFQ at any time, at the agency's sole discretion;
   c. Make an award under the RFQ in whole or in part;
   d. Disqualify any Bidder whose conduct or proposal fails to conform to the requirements of this RFQ. 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 RFQ;
   g. Bidders are cautioned to verify their quotes before submission, as amendments to quotes or requests for withdrawal of quotes received by the Commissioner after the time specified for the RFQ Due Date may not be considered;
   h. **Prior to the RFQ Due Date**, amend the RFQ specifications to correct errors or oversights, or to supply additional information, as it becomes available;
   i. **Prior to the RFQ Due Date**, direct bidders to submit proposal modifications addressing subsequent RFQ 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. Accept and consider for contract award quotes with non-material quote deviations or non-material quote defects such as errors, technicalities, irregularities, or omissions;
   n. Negotiate with the successful bidder within the scope of the RFQ in the best interests of the state;
   o. Conduct contract negotiations with the next responsible bidder, should the agency be unsuccessful in negotiating with the selected bidder;
   p. Utilize any and all ideas submitted in the proposals received;
   q. Unless otherwise specified in the solicitation, every offer is firm and not revocable for a period of 120 days from the RFQ Due Date; and,
   r. 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.

## C. Notice of Award, Debriefing, and 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 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 quote(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 RFQ 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 protest. Protests must be mailed to NYS OPWDD, Contract Management Unit, 44 Holland Avenue, 3rd Floor, Albany, New York 12229-0001.

**D. Public Information Requirements / Confidentiality / Publication Rights**

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

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

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

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

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

5. The bidder shall treat all information, in particular information relating to OPWDD service recipients and providers, obtained by it through its performance under contract, as confidential information, to the extent that confidential treatment is provided under New York State and Federal law, and shall not use any information so obtained in any manner except as necessary to the proper discharge of its obligations and securement of its rights hereunder. Bidder is responsible for informing its employees of the confidentiality requirements of this agreement.

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

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

**E. 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 RFQ 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 RFQ 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 as found in the attached Sample Contract Template.

**F. 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 RFQ. **No subcontracting of services is allowed with this RFQ without written permission of OPWDD.**

**G. 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.

**H. Omnibus Procurement Act**

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

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

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

**I. 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).

**J. 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.

**K. 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.

**L. 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.

**M. 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.

**N. Nondiscrimination in Employment in Northern Ireland: MacBride Fair Employment Principles**

In accordance with State Finance Law § 165, the bidder, by submission of this quote, 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.

**O. 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 quote, 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.

**P. 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 quote, 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).

**Q. 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 quote, 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 quote, 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.

**R. Non-Collusive Bidding Certification**

In accordance with State Finance Law § 139-d, the bidder by submission of this quote 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.

**S. 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 quote, 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 quote, 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).

**T. Bidder's Affirmation of Understanding Pursuant to State Labor Law § 201-g**

By submission of this quote, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint quote 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.

**U. 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.

**V. 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.

**The Contractor and/or its Employees shall indemnify and hold harmless the State, its officers, its consultants and employees from claims, suits, actions, damages, lien, fine, judgments, decree and costs of every nature arising out of the provision of services pursuant to any agreement resulting from this Request for Quote. OPWDD shall not be held responsible for any loss or damages to the Contractor's equipment.**

**W. Bidder's Affirmation of Understanding Pursuant to New York State Finance Law §139-m**

In accordance with State Finance Law §139-m, 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 gender-based violence and the workplace and has provided such policy to all of its employees, directors and board members. Such policy shall, at a minimum, meet the requirements of subdivision 11 of section five hundred seventy-five of the executive law.

If the bidder cannot make the foregoing certification, such bidder shall so state and shall furnish with the bid a signed statement that sets forth in detail the reasons that the bidder cannot make the certification.

(please see the https://opdv.ny.gov/gender-based-violence-and-workplace for more information regarding these policies)

# Cost Proposal Form

| COST PROPOSAL INSTRUCTIONS |
|---|
| Please make sure all entries are neat and legible. Enter your price for each item into the boxes listed below. Add Labor Cost (A), Materials/Parts Cost (B), Equipment Cost (C), and Overhead Cost (D) together to get the Total Cost for ACM Clean Up Project for 509 Vienna Street.<br><br>The Total Cost for ACM Clean Up Project for 509 Vienna Street is to include the cost of furnishing all said services, travel time, mileage, materials, equipment, supplies, labor, and all other ancillary costs associated in completing the work as outlined in the Scope of Work. |

| ACM Clean Up Project for 509 Vienna Street | |
|---|---|
| | |
| Labor Cost (A) | $ |
| | |
| Parts/Materials Cost (B) | $ |
| | |
| Equipment Cost (C) | $ |
| | |
| Overhead Cost (D) | $ |
| | |
| **Total Cost for ACM Clean Up Project for 509 Vienna Street (A+B+C+D)** | **$** |

# Contractor Information

| **This Page is to be Completed by the Contractor Responding to the RFQ** | | |
|---|---|---|
| *The RFQ Response must be fully and properly executed by an authorized person. By signing you certify your express authority to sign on behalf of yourself, your company, or other entity and full knowledge and acceptance of this RFQ (including any Questions/Answers or Addenda), and that all information provided is complete, true, and accurate.*<br><br>***Effective December 30, 2024, in order to be qualified to work on public works projects covered by Article 8 of the Labor Law, all Contractors (including Subcontractors) must be registered with the New York State Department of Labor (NYSDOL) in accordance with Labor Law § 220-i. Contractors must be registered before submitting a bid. In addition, Contractors must be registered prior to commencing any new work. Contractors must submit their Certificate of Registration at the time the bid is made.***<br><br>***Please check the box below and place your initials confirming that you have included the NYSDOL Certificate of Registration.***<br><br>☐ _____ ***I certify that I have included a copy of my company's NYSDOL Certificate of Registration.*** | | |
| **FEIN Number** | **Company Name** | **Company Address** |
| | | |
| *Bidder's Signature:* *Date:* | | *Phone Number:*<br>*E-Mail:* |
| *Printed or Typed Name:* | | *Title:* |
| *If you are not providing a RFQ Response, place an "x" in the box, please explain why you are not responding, and return this page only.*<br>☐ WE ARE UNABLE TO RESPOND AT THIS TIME BECAUSE: | | |

**Submission Requirements:**

**One (1) Cost Proposal Form** is required to submit a quote. All proposals in response to this RFQ must be received by OPWDD no later than the proposal due date. One (1) of each additional required form found in the Mandatory Supporting Documents file (which includes References and the Vendor Responsibility Questionnaire), as listed on page 2 under Attachments, 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 quote being disqualified.

**Late Quotes** – If a Quote is received after the RFQ Due Date, it is OPWDD's discretion if the late quote will be accepted or not.

**After fully completing the information above, please submit this page along with the completed Cost Proposal Form above via email, mail, or hand delivery to the Primary Designated Contact indicated below:**

**Email: (reference RFQ FL 121825 in subject line)**
william.r.monroe@opwdd.ny.gov
**and** eny.nyc.li.contracthub@opwdd.ny.gov

**Remember to attach the completed Cost Proposal Form and signed Contractor Information page to the email.**

**Mail or Hand Deliver to:**
**OPWDD**
**Contract Management Unit – RFQ FL 121825**
**C/O William Monroe, CMS1**
**26 Center Circle, Building 58, Service Building**
**Wassaic, NY 12592**

**Special Note for Delivery:** OPWDD is located in a rural area. The OPWDD mailroom is open from 10:00 am – 3:00 pm; therefore, overnight delivery can take a minimum of two (2) business days to be received by OPWDD. Contractors mailing their responses must allow sufficient mail delivery time to ensure receipt of their quotes by the quote submission deadline. Do not depend upon an expedited, "early AM," or similar delivery service to timely deliver to OPWDD. The Designated Contact reserves the right to request the original executed page of this RFQ.