

Bid Package

Swimming Pool Maintenance Service

Capital District DDSOO

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I. DETAILED SPECIFICATIONS

Seasonal opening and closing and/or weekly maintenance of swimming pools are required at residential sites operated by the Capital District DDSOO.

- (1) Weekly maintenance shall include:
 - Provide weekly reports of chemical usage and treatment test results
 - Vacuum and/or brush pool walls and floor
 - Skim water surface
 - Clean strainers
 - Chemical treatments
 - Adjust pump feeder as needed
 - Test pool water for chlorine level, alkaline & PH level
 - Backwash filter system as needed
 - Insure proper operation of filtering equipment

- (2) All openings are to be completed before Memorial Day and shall include:
 - Uncover pool
 - Fill to appropriate water level
 - Reconnect accessories
 - Add required chemicals to shock pool
 - Start filtration
 - Clean pool
 - Insure water treatment is acceptable prior to opening

- (3) Closing in September (last week) shall include:
 - Lower water level
 - Drain filter
 - Blow plumbing lines
 - Disconnect accessories
 - Add winterizing chemicals
 - Cover pool

All chemicals are to be provided by the vendor at all locations, except 75 Northern Pines Road, Wilton, NY 12831. Chemicals will be provided by the DDSOO for this location only.

Successful vendor must provide the DDSOO and each site with material safety data sheets for all chemicals used.

Locations may be deleted throughout the life of the Contract with 30 days written notice to the Contractor. The amount of the Contract will be adjusted accordingly.

Although repairs are not included within the scope of this contract, the Contractor must be able to demonstrate the ability to perform repairs as needed on various pools. Costs for such repairs will be reimbursed separately and in addition to the amount paid under this contract. All necessary/needed repairs are to be reported to the DDSOO Business Office for prior approval.

II. GENERAL STANDARDS

General Considerations

EXHIBITS A and B must be completed and returned in order to be awarded a contract.

Full Service

This is a full service contract. Unless otherwise specified, for the purpose of this contract full service shall mean that the Contractor's bid price includes, but is not necessarily limited to: all labor, all material and supplies, all emergency work and special requests; all administrative, reporting or other requirements, all overhead costs and profit. It shall also include all travel costs, parking fees, and any other ancillary fees and costs including permits, licenses, insurance, etc. Details of service not explicitly stated in these specifications, but necessarily attendant, are deemed to be understood by the Contractor and herein.

Cost Information

Each bidder must submit cost information using the format provided in EXHIBIT A – BID FORM.

Contract Award

Contract(s) will be awarded to the lowest qualified bidder(s) for each Location.

References

Bidders must be capable of providing Swimming Pool Maintenance Service in accordance with the specifications. Each bidder must supply three (3) references for similar accounts where such services have been provided. EXHIBIT B - REFERENCES is to be used to document these references.

Termination

The contract may be terminated by the DDSOO upon thirty (30) days written notice specifying the date upon which such termination shall become effective. The DDSOO reserves the right to terminate the contract at any time it deems the successful bidder is unable or incapable of performing their duties to the satisfaction of the DDSOO.

III. BIDDER QUALIFICATIONS AND / OR PERFORMANCE STANDARDS

1. The Contractor must be able to demonstrate not less than five (5) years experience in Swimming Pool Maintenance services.
2. Upon written notification to the contractor, the agency has the option to delete sites being serviced. Contract amount will be adjusted accordingly.
3. The DDSOO reserves the right to reject any bid, in whole or part, if in the sole opinion of the DDSOO, the bidder does not meet the requirements set forth in these specifications.
4. The DDSOO reserves the right to investigate or inspect at any time whether or not the product, qualifications or facilities offered by the bidder meet the requirements set forth in the contract. Contractor shall at all times during the contract term remain responsible and responsive. A bidder must be prepared, if requested by the DDSOO, to present

evidence of experience, ability and financial standing, as well as a statement as to plant, machinery and capacity of the manufacturer for the production, distribution and servicing of the product offered/bid. If the DDSOO determines that the conditions and terms of the bid documents or contract are not complied with, or that items or product proposed to be furnished do not meet the specified requirements, or that the qualifications, financial standing or facilities are not satisfactory, or that performance is untimely, the DDSOO may reject such bid or terminate the contract. Nothing in the foregoing shall mean or imply that it is obligatory upon the DDSOO to make an investigation either before or after award of a contract, but should such investigation be made, it in no way relieves the bidder from fulfilling all requirements and conditions of the contract.

5. Each bidder must be able to prove to the DDSOO that it has and does successfully and satisfactorily provide services comparable to the requirements set forth within these specifications. Completion of the reference forms included with the bid documents shall serve as initial proof of this experience. The DDSOO reserves the right to contact references to obtain additional information. Bidders must supply references from customers for whom they've provided services comparable to the services being bid and the references must contain information regarding the quality of the work performed and the reliability of the vendor. References must be obtained from customers who are not related to or personal friends of the bidder.
6. Bidders who have previously held a comparable contract with the DDSOO within the past three (3) years do not need to submit reference forms. They will be evaluated on the basis of the services provided to the DDSOO, although the DDSOO reserves the right to request other references and additional information.
7. Each bidder is responsible for carefully reviewing the specifications contained in this proposal. The DDSOO will make no allowance or concession to a bidder for any alleged misunderstanding or discrepancy because of quantity, character, location, or other conditions.
8. Each bidder must inform himself by personal examination of the specifications, location, and extent of the proposed service and, by such other means as he may select, of the character, nature, quality, and extent of the work to be performed and the condition under which the contract is to be executed.
9. The Contractor shall possess at no cost to the DDSOO the necessary qualifications, permits and licenses required to perform the specified services in compliance with all State, Federal, and local laws and regulations.
10. The Contractor shall have in force during the contract period insurance as follows:
 - Workers' Compensation as required by the laws of the State of New York. The insurance policy must be issued by a company authorized to provide workers' compensation coverage in New York State. Proof of coverage must be on form C-105.2 (Certificate of Workers' Compensation Insurance) and must name the Capital District DDSOO as a certificate holder.
 - Commercial and professional liability \$1,000,000 combined (bodily injury and property damage) single limit per occurrence, and \$2,000,000 aggregate.

Proof of said insurance naming the Capital District DDSOO as a certificate holder must be submitted with the signed contract.

11. The Contractor shall hold the DDSOO harmless against any suit, action, claim, demand, lien, loss, damage, fine, judgment, or decree, also any expense connected with the

services performed by any employee of the Contractor. The Contractor shall be liable for any damage to the building or its equipment caused by activities of his employees.

12. The DDSOO reserves the right to investigate qualifications of all bidders and their workmen on other work projects, in order to assess their ability to perform the work required and to evaluate the Contractor(s) personnel and methods of operation to ascertain that it can effectively perform the duties required.
13. The DDSOO reserves the right to request the dismissal of any contractual employee who violates the safety and security rules and regulations of the DDSOO or who in any way may be considered a hindrance to quality consumer care.
14. It is understood and agreed that the Contractor is acting as an independent contractor and not as an agent or employee of the Agency in the performance of the agreement. The Contractor hereby agrees to assume all responsibility in the performance of the services covered by the agreement and shall be solely responsible and answerable in damages for any claims resulting therefrom and hereby expressly covenants and agrees to indemnify and hold harmless the DDSOO and the State of New York from any and all claims, suits, actions, damages, and costs of every nature and description arising out of or relating to the performance of its services covered by the contract.
15. The workmen to be employed shall possess the qualifications, training, licenses, and permits as may be required within the jurisdiction.
16. The CONTRACTOR shall, unless otherwise specified, furnish all necessary materials, equipment, and supplies required and/or so specified to accomplish the work described in this contract.
17. All costs associated with responding to this solicitation are entirely the responsibility of the bidder and shall not be reimbursed by the DDSOO. No claim will be made against the DDSOO for any costs incurred by the bidder for the proposal preparation.
18. All Bidders and bidder 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. In signing the bid, 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 for the bidding process and in other civil or criminal proceedings as required by law.

IV. CONTRACT TERMS

1. It is planned this contract shall begin on May 1, 2016 and end on April 30, 2021, but may be reduced at OPWDD's discretion. The State shall have the right to terminate this CONTRACT early for convenience. The State may only invoke its right to terminate for convenience on April 30, 2017 and on each subsequent anniversary date of the contract, provided that the State has given written notice to the contractor no later than 30 days prior to the anniversary date. If the contract is not terminated, prices will be adjusted as of May 2017, and on each subsequent anniversary, in accordance with the change in the National Consumer Price Index for Wages (CPI-W, unadjusted, US city average, all items

index), published by the United States Bureau of Labor Statistics for the preceding twelve (12) month service period ending one hundred twenty (120) days prior to the anniversary date, or a five (5%) percent maximum escalation rate, whichever is less. CPI-W adjustment may result in an increase or decrease in contract amount. In the event that such index should be discontinued or materially altered in method of compilation, the figure to be used on each renewal anniversary shall be the applicable figure taken from the Index in general use, which is most closely comparable to such Consumer Price Index for Wages. The contractor has the sole responsibility to submit invoices at the DDSOO approved adjusted rate, after the approved rates are issued by the DDSOO.

2. The Contractor is required to complete the entire work or any part thereof as the case may be, to the satisfaction of the Director of the DDSOO in strict accordance with the specifications.

Confidentiality

1. The bidder shall treat all information, in particular information relating to DDSOO 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.
2. The bidder and the DDSOO 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. Upon approval of the contract by the OSC, all terms of the contract become available to the public.

General Contract Provisions

1. Subcontracting by the Contractor will not be permitted by the DDSOO under the terms of this contract without the prior written consent of the Business Officer.
2. Prevailing Wage – the Contractor agrees to comply with all State and Federal laws and regulations relating to the payment of prevailing wage. If Prevailing Wages apply under Article 8 every contractor and subcontractor shall submit to the department of jurisdiction within thirty days after issuance of its first payroll, and every thirty days thereafter, a transcript of the original payroll records (Section 220, subd 3-a New York State Labor Laws).

NOTE: The Prevailing Rate Schedule provided with the public work contract is applicable for the duration of the contract for which it was requested.

3. The DDSOO retains the right to cancel this contract without reason, provided that the Contractor is given at least thirty (30) days notice of its intent to cancel. This provision should not be understood as waiving the DDSOO's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision.
4. The DDSOO reserves the right to stop the work covered by this proposal and the contract at any time that it is deemed the successful bidder is unable or incapable of performing the work to their satisfaction. In the event of such stopping, the DDSOO shall have the right to arrange for the completion of the work in such a manner as it may deem

advisable and if the cost thereof exceeds the amount of the bid, the successful bidder and its surety shall be liable to the State of New York for any such cost on account thereof. In the event that the DDSOO stops the work as provided thereof, together with the reason thereof, and the Contractor shall have ten (10) working days to respond thereto before any such stop order shall become effective.

5. The quality of service shall be subject to inspection by the DDSOO at any time. Should it be found that quality of the service being performed is not satisfactory, and that the requirements of the specifications are not being met, the DDSOO will notify the Contractor of these deficiencies in writing, and it shall be its responsibility to make the necessary corrections within thirty (30) days after receipt of such notice. In the event that the deficiencies have not been corrected within thirty (30) days, the DDSOO may terminate the contract and employ a Contractor to make corrections at the original bidder's expense.

V. Method of Award

Each bidder must submit cost information using the format provided in EXHIBIT A – BID FORM. EXHIBITS A and B must be completed and returned in order for your bid to be valid. Other documentation will be required in the event of CONTRACT award.

References

Bidders must be capable of providing janitorial services in accordance with the specifications. Each bidder must supply three (3) references for similar accounts where such services have been provided. EXHIBIT B - REFERENCES is to be used to document these references in accordance with the General Considerations section.

A CONTRACT will be awarded to the lowest qualified bidder.

In addition to any questions or concerns regarding this procurement, Bids are to be emailed or mailed to the following staff by Monday, April 11, 2016. Bids received after this date will not be considered. Bids are considered complete if EXHIBITS A and B are submitted.

NYS Office For People With Developmental Disabilities
Attn: Amanda Mitchell
Contract Management Unit, 3rd Floor
Albany, NY 12229
Phone: (518) 474-5513
Email: amanda.s.mitchell@opwdd.ny.gov

1. The DDSOO reserves the right to reject any and all bids. Award, if any, shall be made in the best interest of the DDSOO and New York State. The award shall be made on the basis of lowest price to a responsible and responsive offerer or, in the case of multiple awards, to the lowest price or best value offerers meeting all terms and conditions. The DDSOO reserves the right to make awards within sixty (60) days after the date of the bid opening, during which period bids shall not be withdrawn unless the bidder distinctly states that acceptance thereof must be made within a shorter specified time. If, however, an award is not affected within the sixty (60) day period, a bid shall remain firm until such later time as either a contract is awarded by the State or the bidder delivered to the DDSOO written notice of the withdrawal of his bid. The DDSOO reserves the right to evaluate and/or reject any and all bids, in whole or in part and to waive technicalities, irregularities and omissions if in its considered judgment, the best interest of the State will

be served. In the event satisfactory bids fully in accordance with the bid documents are not received, the DDSOO reserves the right to consider late or non-conforming bids.

2. A late bid will be considered if: (1) its arrival at the place designated after the time specified can be shown by documentary or other proofs to be due to mishandling of the Office for People With Developmental Disabilities (OPWDD), Capital District Developmental Disabilities State Operations Office (DDSOO); and, (2) that absent such mishandling, the bid would have arrived timely. Delays in the Mail or any other means of transmittal, including couriers or agents of the State, other than employees of the OPWDD or DDSOO will not suffice to excuse late arrival.
3. A late bid not eligible for consideration will be returned unopened with notification of the reason for its refusal.

Tie Bids

In the event of a tie bid, the contract shall be awarded in order by the following means:

1. The award will be made to the vendor who has the most number of years of satisfactory service with Capital District DDSOO.
2. If the tie involves a New York State firm and one whose principal place of business is outside the State of New York, preference shall be given to the New York State firm.
2. If the tie bid involves a certified Minority or Woman owned business enterprise (MWBE), the award shall be made to the certified MWBE.
4. If tie bids cannot be determined by the above methods, the award will be made by random selection.

VI. Payment to the Contractor

1. Invoices for payment shall be submitted to the DDSOO at the end of each month on a company invoice for goods or services satisfactorily furnished during the month. Contract or Purchase Order Number is to be referenced on all invoices. Sales tax should not be included on invoices. New York State Agencies are tax exempt.
2. These invoices will be processed in accordance with established procedures of the DDSOO and the Office of the State Comptroller.

Swimming Pool Maintenance Service

EXHIBIT A – BID FORM

A Bidder may bid on one or several locations. Please include the cost of chemicals in your “Weekly Maintenance” price for all locations except for 75 Northern Pines Road, Wilton. Awards will be made per location, to the qualified bidder with the lowest total price.

	Location	Dimensions	Opening	Closing	Weekly Maintenance	x 19 weeks*	Total
1	28 24th Street Troy, NY 12180 273-9855	12' x 32'					
2	4 Greenwood Drive Ext. E. Greenbush, NY 12061 479-0605	16' x 36'					
3	8 Twilight Drive Clifton Park, NY 12065 383-1741	16' x 32'					
4	1399 West High Street Ballston Spa, NY 12020 885-3413	12' x 32'					
5	11 Leland Street So. Glens Falls, NY 12803 743-9614	16' x 32'					
6	53 Green Barn Road Hudson Falls, NY 12839 746-1162	16' x 38'					
7	75 Northern Pines Road Wilton, NY 12831 584-0072	25' x 50'					

*Amount is estimate only. Payment will be based on actual services rendered.

Bid is hereby submitted by:

Name: _____

Company Name: _____

Signature: _____

Address: _____

Title: _____

Telephone: _____

Federal Tax ID#: _____

**Swimming Pool Maintenance Service
Capital District DDSOO**

EXHIBIT B – REFERENCES

Bidders must supply three (3) references from customers for whom they've provided services comparable to the services being bid and the references must provide information regarding the quality of the work performed and the reliability of the vendor. References must be obtained from customers who are not related to or personal friends of the bidder. Completion of this reference form shall serve as initial proof of the required experience.

Bidders who have previously held a comparable contract with the DDSOO within the past three (3) years do not need to submit other references. Such Bidders should note the DDSOO within Reference #1 in the space provided below. Bidders with this experience will be evaluated on the basis of the services provided to the DDSOO, although the DDSOO reserves the right to request other references and additional information.

Reference #1: Name and address of reference site.

Name _____
Address _____
Contact Name & Phone _____

Reference #2: Name and address of reference site.

Name _____
Address _____
Contact Name & Phone _____

Reference #3: Name and address of reference site.

Name _____
Address _____
Contact Name & Phone _____

Company Name: _____
Federal ID#: _____
Title: _____
Signature: _____
Date: _____

24th Street



Take I-87 (Northway) North from Albany to Exit 7 (Troy). Follow Route 7 East into Troy. From the light after the Collar City Bridge, proceed on Hoosick Street for another ½ mile. 24th Street will be on your left. Take a left onto 24th Street. The house (# 28) is on the right side. 28 24th Street, Troy 12180

Phone - 273-9855

Greenwood Drive



Take I-90 East from Thruway Exit 24 to Exit 10 (Miller Road). Take a right off the ramp onto Miller Road, towards Route 20. Take the first road on the right, Old Miller Road. After about 50 yards on Old Miller Road, take a right onto Waters Road. Go about 1 mile on this winding Waters Road, until Greenwood Drive Ext. on the right. Take a right onto Greenwood Drive Ext., the house is the first on the right. 4 Greenwood Drive Extension, East Greenbush 12061

Phone - 479-0605

Twilight Drive



Take the I-87 North from Albany to Exit 10 (Ushers Road). As you get off the exit, turn left and take the first left (Pierce Road). Follow Pierce Road to Kinns Road (1 mile). Cross Kinns Road onto Twilight Drive. The Twilight IRA is the third house on the left. 8 Twilight Drive, Clifton Park 12065

Phone - 383-1741

Ballston Spa



Take Route 50 North from Scotia to Ballston Spa. Turn left onto Route 67. Follow Route 67 out of town about $\frac{3}{4}$ mile. A golf course is on the right side, the house is on the left. The driveway is at the end of the guardrail on the left and directly across from the second 55 MPH sign. The house is yellow and sits up off the road. 1399 West High Street, Ballston Spa 12020

Phone - 885-3413

Leland Street



Take Route 87 north from Albany to Exit 17N (Route 9 north). Take Route 9 north to William Street and turn right. Take William Street to Henry Street to Leland Street and turn right. The IRA is the last house on the left. 11 Leland Street, South Glens Falls 12803.

Greenbarn Road



Take I-87 North from Albany to Exit 17N to Route 9. Turn right by the Moreau Café (Route 197). Take Route 197 to Fort Edward. Turn left onto Route 4. Follow Route 4 through Hudson Falls into the Hamlet of Kingsbury. There is a small sign on the right that says "Kingsbury". Greenbarn Road is just past the little store on your left. The house is on the left. A ramp is out front. 53 Green Barn Road, Hudson Falls 12839

Phone - 746-1154

Wilton Summer Camp



Take I-87 North from Albany to Exit 16, Wilton. Make a left onto Ballard Road. Go past the Wilton Developmental Center on the left. Go past the State Police on the left. The first intersection you come to is Northern Pines Road. Make a left onto Northern Pines Road. Go about 1 mile on Northern Pines Road and on the left you'll see a sign saying Camp Wilton, make a left and go down the gravel to the Wilton Work Control Center.