

**CAP: 092716 : Replacement of 4 Water Heaters**



**Andrew M. Cuomo**  
Governor



**Office for People With  
Developmental Disabilities**

**Kerry A. Delaney**  
Acting Commissioner

**Capital District Developmental  
Disabilities State Operations Office**  
**Laura LaValley**  
Director

**AGENCY INFORMATION:**

**State of New York  
Office for People With Developmental Disabilities  
Capital District Developmental Disabilities Services Office  
500 Balltown Road, Bldg. 10  
Schenectady, NY 12304**

**DESIGNATED CONTACT PERSON(S) FOR INQUIRIES & SUBMISSIONS**

**Laura Pushkarsh, CMS 1 for  
Deborah Pelkey, BO  
Taconic Developmental Disabilities Services Office  
26 Center Circle  
Wassaic, New York 12592-2637  
Phone: 845-877-6821 x3274 Fax: 845-877-3004  
Laura.X.Pushkarsh@opwdd.ny.gov**

**Timetable of Proposal Due Dates**

Invitation for Bid (IFB) Release Date	22 August 2016
Mandatory Site Visit	9:30 AM, 31 August 2016
Final Date for Receipt of Questions	11:00 AM, 12 September 2016
Official Responses to Questions	16 September 2016
<b>Proposal Due Date – Bid Opening</b>	<b>11:00 AM, 27 September 2016</b>
Evaluation & Selection	4 October 2016
Notification of Awards	4 October 2016
Contract start date (subject to change)	15 December 2016

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**REQUIRED FORMS:**

- ATTACHMENT 1: References
- ATTACHMENT 2: Vendor Responsibility Questionnaire
- ATTACHMENT 3: MacBride Fair Employment Principles
- ATTACHMENT 4: ST-220CA
- ATTACHMENT 5: Certification of Compliance with State Finance Law § 139-k
- ATTACHMENT 6: Affirmation of Understanding & Agreement State Finance Law § 139-j
- ATTACHMENT 7: Disclosure of Prior Non-Responsibility Determination
- ATTACHMENT 8: Non-Collusive Bidding Form
- ATTACHMENT 9: Public Officers Law

**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. Capital District Developmental Disabilities Services Office (hereinafter "CDDSO") is an agency of OPWDD serving Albany, Fulton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, and Washington 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. 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 "Scope of Work."

**3. General Description of Services**

This IFB is for interested bidders to submit a bid for Replacement of 4 water heaters for CDDSO sites, according to the specifications, terms and conditions as enumerated in "Scope of Work" of this IFB.

**4. Site Inspections – Mandatory Visit to the Site**

There shall be a mandatory site visit. The mandatory site visit is scheduled for Wednesday, August 31, 2016 at 9:30am at the Work Control office conference room in Building 1 on the campus (formerly called O.D. Heck) of 500 Balltown Road, Schenectady, NY. Proof of attendance at this visit shall be submitted to the contract manager.

It is the Bidders obligation to attend the mandatory site visit.

**5. Notice to Potential Bidders**

Receipt of these bid documents does not indicate that OPWDD has pre-determined your company's qualifications to receive a contract award. Such determination will be made after the bid opening and will be based upon our evaluation of your bid submission compared to the specific requirements and qualifications contained in these bid documents.

**6. Term of the Contract**

The contract period will not exceed 60 months.

**7. Inquiries**

All inquiries concerning this IFB must be in writing and addressed to the contact on the cover sheet.

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All questions should cite the particular bid section and paragraph number (surface mail, facsimile, and e-mail will be accepted). Prospective Bidders should note that all clarifications and exceptions including those relating to the terms and conditions of the contract are to be resolved prior to the submission of a bid.

**8. Payment**

Payment upon satisfactory completion of service.

**9. Wage and Hours Provisions**

A. 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.

- (1) 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.
- (2) Pursuant to § 9 (A), Contractor and its subcontractors must provide OPWDD with a certified payroll when submitting an invoice for payment.

**10. Subcontracting**

No Subcontracting of services is allowed with this IFB without written permission of OPWDD.

**11. Insurance**

The Contractor agrees that without expense to the State, they will procure and will maintain during the period of the proposal and contract, insurance of the kinds and in the amounts hereinafter provided, in 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 that they have complied with the requirements of this section. New York State Office for People With Developmental Disabilities will be expressly named as additional insured on each policy in accordance with above. Certificates of insurance should be forwarded to OPWDD with the signed agreement and thereafter annually on the contract anniversary date. Certificates shall state that 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.
- (2) Policies covering bodily injury, liability and property damage of the types hereinafter specified, each with limits of liability not less than \$500,000.00 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 \$1,000,000.00 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 \$1,000,000.00 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.

## 12. Submission of Proposals

**A. Submission Requirements:** Two (2) original copies of a Bidder Cost Proposal are required to be submitted, including two (2) original copies of all the Required Form Attachments listed on page two, bid contents. All proposals and any related documentation (that is, documentation not specifically requested by this IFB but which a Bidder has submitted in support of its proposal) in response to this IFB must be received by OPWDD no later than the proposal due date and time.

- (1) OPWDD/Taconic is located in a rural area. The 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. 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:

Taconic DDSO, Contract Unit  
C/O Laura Pushkarsh, CMS 1  
26 Center Circle, Services Building  
Wassaic, New York 12592-2637

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

- B. References:** All bidders must submit at least three (3) work references in that will verify that they have at least three years of relevant experience to complete the work as listed in 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. Bids submitted for continuous or periodic recruitment contract awards must meet the submission requirements associated with their specifications. 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.**

### 13. Procurement Information, Mandatory Requirements

- A. **Timetable of Proposal Due Dates: As listed on the Cover Page of this procurement.**
- B. **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 Deborah Pelkey. 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.

- C. **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 on the cover sheet of this IFB.

OPWDD will distribute its official answers to the questions to all potential Bidders according to the date indicated on the cover sheet of this IFB.

- D. **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

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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.
  - b. Reissue a modified version of this IFB.

**NOTE:** With regard to all modifications, clarifications, etc. regarding this IFB, OPWDD reserves the right to issue any such modification on or before the due date for proposals, which shall go to all entities that have requested a copy of this IFB.

- c. Amend any part of this IFB, at any time, upon written notification to Bidders.
- d. Utilize any and all ideas submitted in the proposals received, unless legal patent or proprietary rights cover those ideas.
- e. Disqualify any Bidder whose conduct or proposal fails to conform to the requirements of this IFB.
- f. Accept all or part of a selected Bidder's proposal.
- g. Eliminate any requirement(s) unmet by all Bidders upon notice to all parties submitting proposals or Letters of Intent.
- h. Make typographical corrections to proposals, with the concurrence of the Bidder.
- i. Adjust or correct cost or cost figures with the concurrence of Bidder if errors exist and can be documented to the satisfaction of OPWDD.
- j. Correct computational errors with the written concurrence of the Bidder.
- k. Waive procedural technicalities in proposals received, upon notification to the Bidder involved.
- l. Change any of the scheduled dates, including start dates, stated herein upon notice to the Bidders.
- m. Request Bidders to clarify their proposal and/or submit additional information pertaining to their proposal.
- n. Request best and final offers from the Bidder that submits a technically acceptable offer proposal.
- o. Negotiate with any Bidder who submits a proposal.
- p. Select and award contracts to more than one Bidder.

#### **E. 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.

#### **F. 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.

### **G. 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. A minimum of 180 calendar days from the Closing Date for Receipt of Proposals is required.

### **H. Public Information Requirements**

All the proposals upon submission will become the property of OPWDD. 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. 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. 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.

### **I. Notice of Award, Debriefing and Bid Protests**

- (1) Subsequent to the evaluation of all bids received pursuant to this IFB, all Bidders will be notified of the acceptance or rejection of their proposals. 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, 3<sup>rd</sup> Floor, Albany, New York 12229-0001.

**J. 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.
- (2) Prospective Bidders to this IFB are subject to the provisions of Executive Law article 15-A and regulations issued there under.
- (3) Contractors and subcontractors shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, or marital status. For these purposes, affirmative action shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
- (4) For purposes of this IFB, OPWDD has goals for subcontracting with and purchasing from Minority and Women-Owned Business Enterprises (M/WBE's) and for the employment of protected class individuals. OPWDD's goal for subcontracting and purchasing is 0-5% of the total dollars expended from any contract for subcontracts or for the purchase of supplies, equipment, or printing. OPWDD's goal for employment of protected class individuals is 0-5% of the total dollars expended from any contract for personnel or consultants.
- (5) 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.

**K. 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. Should the selected Bidder seek external financing, the State reserves the right to approve the assignment of the contract for financing purposes. In any event, OPWDD will contract only with a Bidder, not the Bidder's financing institution or subcontractors. OPWDD shall consider the selected Bidder to be the sole responsible contact with regard to all provisions of the contract resulting from this IFB.

**L. 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.

#### **M. 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](mailto: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](mailto:mwbecertification@esd.ny.gov) website: <http://esd.ny.gov/MWBE/directorySearch.html>

#### **N. Contract Execution**

Awards are not final and the resultant contract is not considered executed and binding until approved by the Attorney General and OSC as may be required by New York State Law.

#### **O. 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. Vendors/not-for-profit provider agencies are invited 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](http://www.osc.state.ny.us/vendrep).

**P. 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.

**Q. Confidentiality of Contract Terms/Information/Publication Rights**

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.

Upon approval of the contract by OSC, all terms of the contract become available to the public. 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. The Contractor shall treat all information, including but not limited to, information relating to OPWDD service recipients and providers, obtained by it through its performance under contract, as strictly confidential. Contractors shall not disseminate any information obtained in any manner except as necessary to the proper discharge of its obligations under contract with 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. 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 (3<sup>rd</sup> Floor), Albany, New York 12229.

**R. General Duties and Additional Responsibilities**

Maintain a level of liaison and 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.

**S. 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.

**14. Consumer Safety Information**

OPWDD provides services for many people with special needs. In many of our locations, we have individuals who exhibit Pica behavior. Pica 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 their homes, program sites, and residential buildings is very important to the health and safety of those in our care.

It is never proper to litter or discard rubbish or cigarettes on the grounds or along the roads. It is more important in OPWDD settings, where someone might be harmed by improper disposal of rubbish and cigarettes.

There are receptacles for cigarette butt disposal. Contractor employees and subcontractors shall both use these receptacles and throw trash in garbage cans or dumpsters. Violating this policy is contrary to the health and safety of the people in our care and will not be tolerated.

**15. Consultant Disclosure**

The contractor shall abide by the Consultant Disclosure requirements of State Finance Law §§ 8 and 163 and all other laws that may similarly apply.

**16. Evaluation Criteria: Method of Award**

OPWDD will select the responsible and responsive Bidder that will provide the lowest cost to replace all 4 water heaters per the Qualifications & Scope of Work. Only one contract will be awarded. Only proposals judged to be responsive to the submission requirements set forth in this IFB will be evaluated. OPWDD reserves the right to reject any and all offers.

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

1. If the tie bid involves a certified Minority or Woman owned business enterprise (MWBE), preference shall be given to the certified MWBE.
2. If tie bids cannot be determined by the above methods, the award will be made by random selection.

## Qualifications & Scope of Work

### General Specifications:

The Contractor shall provide a full service replacement of 4 water heaters in 4 separate buildings at 500 Balltown Road, Schenectady NY and include all labor, equipment, parts, and materials, including removal of existing equipment, parts, and materials as detailed in this Qualifications & Scope of Work

Contractor shall comply with state and local codes and ordinances starting with and including the new Code of New York State (Effective date 10/31/16):

Mechanical Code of NYS: <http://codes.iccsafe.org/app/book/content/2015-I-Codes/NY/2015%20IMC%20HTML/CHAPTER%2010.html>

Plumbing Code of NYS: <http://codes.iccsafe.org/app/book/content/2015-I-Codes/NY/2015%20IPC%20HTML/Chapter%205.html>

Fuel Gas Code of NYS: <http://codes.iccsafe.org/app/book/content/2015-I-Codes/NY/2015%20IFGC%20HTML/Chapter%206.html> (Section 624)

### Detailed Specifications:

#### **Natural Gas Water Heater, Building 3**

The Contractor shall install a natural gas water heater and remove 2 existing steam heat exchangers.

#### **Natural Gas Water Heater Specification**

The commercial high efficiency direct vent gas water heater shall have at least 92% thermal efficiency, a glass lined 100 gallon tank (or ceramic porcelain-like coating), 4 magnesium anode rods, three year limited warranty on steel tank. The water heater shall have a gas input firing rate of 300,000 BTU with a minimum recovery rate of 335 gallons per hour at 100 degrees F water temperature rise (with 405 delivered gallons in the first hour rate of water at 100 degrees F. rise ).

The gas water heater shall be installed next to an existing air handling unit with the vent and air intake for the water heater run in the AHU areaway out to grade and terminate at least 1 foot above the existing grating. A natural gas regulator shall be installed off the existing natural gas header in building #3. The domestic potable hot and cold water supplies shall be tied in near the existing steam heat exchangers about 75 feet away from the water heater installation location. Included in this project shall be the electrical connection to the gas water heater, an ASME rated T&P relief valve, a new water circulator to match the existing size used for the steam heat exchanger, and valves to enable the facility to isolate the water heater and pump as well as to switch back to the steam heaters each winter.

**Electric Water Heaters, Buildings 9, 10, & 12**

The Contractor shall install three (one per building 9, 10, & 12) 120 gallon electric water heaters and remove 3 (one per building 9, 10, & 12) steam heat exchangers.

**Electric Water Heater Specification**

The water heater shall have a rated storage capacity of not less than 120 gallons, a minimum kW input of 54 kW, a minimum recovery of 223 GPH at a temperature rise of 100 degrees F. The tank shall be glass/ceramic lined and have a hand hole cleanout. The tank shall have 4 magnesium anode rods installed in separate tank head couplings. The heater shall have 3 inches of Non-CFC foam insulation, and come equipped with an ASME rated T&P relief valve. All electric water heaters shall be certified at 300 PSI test pressure and 150 PSI working pressure and be design certified for up to 180°F application as an Automatic Storage Heater, and an Automatic Circulating Tank Heater.

**Working Hours:**

The work to be performed under these specifications shall be performed during the normal working hours of 8:00am to 4:00pm, Monday to Friday.

**Summation:**

The proposals should be based on these 4 new water heaters and all associated removal of the existing steam heat exchangers (demolish and remove 1 of 2 PK400 Series Heaters per each of buildings 9, 10, & 12 and remove 2 of 4 in building 3 with all associated piping and isolation valves to replace these heat exchangers with the respective gas (in building 3) and 3 electric water heaters (in buildings 9, 10, & 12). All required electrical connections are to be made by the contractor in your proposal. The Mandatory Site Visit is required to verify all distances and measurements required.

**Quality of Work and Liabilities:**

The Contractor shall perform all services associated with this specification to the satisfaction of OPWDD. The quality of service shall be subject to inspection by OPWDD. If the quality of service is not satisfactory, and it be deemed that the Contractor is not meeting the requirements of this specification, the Contractor shall be notified in writing of those deficiencies and it will be the Contractor's responsibility to make the necessary corrections within ten days after receipt of such notice. In the event the contractor does not correct the deficiencies within that period, OPWDD may terminate the contract, and employ another Contractor to complete the work. The existing Contractor and his surety shall be liable to OPWDD for such costs and any costs over and above his agreed upon bid.

**Accounting:**

Invoices must indicate the Contract name, Contract number, the name of the site, the dates of service and type of service rendered. Invoices should be sent to:

OPWDD Capital District DDSO  
Unit ID: 3660233  
C/O NYS OGS Business Services Center  
P.O. Box 2117  
Albany, New York 12220-0117

**Other information**

Prevailing Wage will be applicable to all maintenance repairs, replacements and modifications provided under this contract. A Certified Payroll Form will be provided and must be submitted with each invoice. Inspections and start-up service are not covered by Article 8 of the New York State Labor Law.

Invitation for Bid

**Cost Proposal Form**

Replacement of 4 water heaters including removal of existing equipment as detailed in the Qualifications & Scope of Work	\$
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\_\_\_\_\_  
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:

\_\_\_\_\_  
City, State, & Zip:

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Email:

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Federal ID Number:

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Telephone:

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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:

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- Please retain our firm on your mailing list.

\_\_\_\_\_  
(Firm Name)

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Failure to respond to bid invitations may result in your firm being removed from our mailing lists.