



**ORANGE COUNTY, NEW YORK**


Department of General Services  
PO Box 218, 255-275 Main Street  
Goshen, New York 10924

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**RFB: BOILER AND WATER HEATER REPLACEMENT, 30 HARRIMAN DRIVE, GOSHEN, NY**

**RFB-OC103-21**

**BOILER AND WATER HEATER REPLACEMENT  
30 HARRIMAN DRIVE  
GOSHEN, NY**


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## **ATTACHMENTS**

Attachment	Public Improvement Contract
Attachment	Supplier Forms
Attachment	Article 8 Prevailing wage rates apply to this Request for Bids and are specified in PRC# 2021008085 which is attached and incorporated by reference and can be obtained through the New York State Department of Labor website at: <a href="http://wpp.labor.state.ny.us/wpp/showFindProject.do?method=showIt">http://wpp.labor.state.ny.us/wpp/showFindProject.do?method=showIt</a> .
Attachment	30 Harriman Boiler Room Access Points
Attachment	30 Harriman Drive Boiler Room Photos
Attachment	30 Harriman Drive Asbestos Inspection Report
Attachment	30 Harriman Drive Reoccupancy Letter

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### **NOTICE TO BIDDERS**

The County of Orange is seeking Bids for **RFB-OC103-21 Boiler and Water Heater Replacement, 30 Harriman Drive, Goshen, NY**. Bids will be received by the Commissioner of the Department of General Services, at 255 Main Street Goshen NY 10924, up to and including **Thursday, August 26, 2021, at 3:00 P.M.**, prevailing time.

Copies of the Request for Bids may be obtained beginning **Wednesday, August 4, 2021** at that office between the hours of 9:00 A.M. and 4:45 P.M., Monday through Friday or through <https://www.orangecountygov.com/577/General-Services.com> under "Current Bids and Proposals".

August 4, 2021

James P. Burpoe, Commissioner  
Department of General Services

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### **INSTRUCTIONS TO BIDDERS**

The only official distribution source for this Request for Bids ("RFB") is through the County of Orange ("County"), Department of General Services ("Department"). Additionally, most RFB documents issued by the Department are now being distributed through BidNet which can be accessed through [www.orangecountygov.com/general-services](http://www.orangecountygov.com/general-services) under "Current Bids and Proposals". If you have obtained this RFB from a different source, you are encouraged to contact the Department to receive an official copy. You may not receive addenda or important information regarding this RFB if you are not registered as having obtained a copy of this RFB through the Department or through BidNet.


By submitting a Bid, you are asking the County to accept your offer for services and/or the sale of goods. It is important that you READ and UNDERSTAND all terms and conditions contained herein, as well as understand the laws that govern public contracts in New York State. If you do not agree with the terms and conditions contained in this RFB you should not submit a Bid.

Your Bid will be considered by the County if the following conditions are met:

1. Pursuant to State Finance Law §139-j and §139-k, this solicitation includes and imposes certain restrictions on communications between the County and a Bidder during the procurement process. A Bidder is restricted from contacting other than designated staff from the earliest notice of intent to solicit offers through final award and approval of the Procurement Contract by the County Executive ("restricted period") unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). County employees are required to obtain certain information when contacted in relation to this RFB during the restricted period. The designated staff contact is the Commissioner of General Services, or his or her designee, telephone (845) 291-2792. Bidders responding to this RFB must familiarize themselves with these State Finance Law requirements and will be expected to affirm that they understand and agree to comply on the Bid Form.
2. A Pre-Bid Conference will be held at 30 Harriman Drive Goshen NY 10924 on **Wednesday, August 11, 2021, at 10:00 A.M.**, prevailing time. Attendance is strongly recommended. All visiting personnel will be responsible for their own safety and personal protective equipment, and no one will be allowed on site without the proper equipment.
3. The County shall not be liable for, nor shall it review, proposed change orders, contract amendments, etc. for inadequate pricing, labor, materials, time or similar issues in Contractor's contract resulting from Contractor's failure to attend and obtain information provided at the pre-Bid conference, site visit and/or any addenda issued afterward.
4. Bidders are responsible for reporting in writing any errors, omissions or ambiguities found in this RFB. All such reports, requests for information, questions, etc. shall be on the "Questions Form" provided in this RFB and either faxed to the Department of General Services at (845) 291-2797 or mailed to Commissioner, Department of General Services, PO Box 218, 255-275 Matthews Street, Goshen, New York 10924. No questions will be entertained by any other means. **All questions must be submitted by Monday, August 16, 2021, by 3:00 P.M., prevailing time.** Questions received after this time may not be addressed. Please be patient, questions will be answered in an Addendum/Addenda to be shared with all interested Bidders. Questions will not be responded to individually.


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5. Unless otherwise specified herein, all Bids must include the Bid Form from this RFB, as may be modified by addenda. As applicable to the trades required for the scope of work described in this RFB, Bidder shall submit within its bid package **a separate sealed list** that names each subcontractor Bidder will use to perform work, and the agreed upon amount to be paid to each, for: (a) plumbing and gas fitting, (b) steam heating, hot water heating, ventilating and air-conditioning apparatus, and (c) electric wiring and standard illuminating fixtures, as provided for on the Bid Form. After the apparent low bid is announced, the sealed list of subcontractors submitted with such apparent low bid shall be opened and the names of such subcontractors shall be announced, and thereafter any change of subcontractor or agreed upon amount to be paid to each shall require the approval of the County, upon a showing presented to the County of legitimate construction need for such change, which shall be open to public inspection. "Legitimate construction need" shall include, but not be limited to, a change in project specifications, a change in construction material costs, a change to subcontractor status as determined pursuant to Labor Law §222(2)(e), or the fact that subcontractor has become otherwise unwilling or unable to perform the subcontract. The sealed lists of subcontractors submitted by all other Bidders shall be returned to them unopened after the contract award.
6. Bids shall be submitted in a sealed envelope marked: **RFB-OC103-21 Boiler and Water Heater Replacement, 30 Harriman Drive, Goshen, NY**, addressed to Commissioner, Department of General Services, PO Box 218, 15 Matthews Street, Goshen, NY 10924 and received up to and including **Thursday, August 26, 2021, at 3:00 P.M.**, prevailing time. If NOT sending your Bid via U.S. Mail, (using FedEx, UPS, etc. instead), please use the following address: Commissioner, Department of General Services, 255-275 Main Street, Goshen NY 10924. It is the Bidder's responsibility to notify FedEx, UPS, etc. to clearly mark the outside of their envelopes. Faxed or emailed Bids are not permitted. **Bidders are solely responsible for ensuring their Bid is deposited in U.S. or express mail or with a courier to ensure delivery by the deadline, please leave ample time. Late bids shall not be accepted.**
7. Any alteration of the Bid Form or Specifications to suit your pricing, packaging, or manufacturing requirements, etc. shall make your Bid non-responsive. If clarification is required on any aspect of the RFB it is necessary to submit questions to the Department as set forth in Instruction to Bidders Item 3.
8. Pursuant to New York State's Freedom of Information Law ("FOIL") (Public Officers Law, Article 6) all government records are presumptively open for public inspection unless specifically exempted from disclosure as provided therein. Bidders who have a good faith belief that certain information contained in their Bid is exempt from disclosure under FOIL must, at the time of their submission, request the exemption in writing, setting forth the basis for the claimed exemption. In addition, each page of the Bid material claimed to be exempt must be marked with the following legend: **"THE BIDDER BELIEVES THAT THIS INFORMATION IS EXEMPT FROM DISCLOSURE UNDER THE NEW YORK STATE FREEDOM OF INFORMATION LAW."** Neither the Bidder's classification of Bid materials as exempt under FOIL, nor the County's acceptance of the Bid with the claimed exemptions, should be considered a final determination as to whether the designated materials are exempt under FOIL. Any and all determinations as to the propriety of claimed exemptions will be made by the County in accordance with applicable law and/or court order.
9. Three (3) copies of all Bids shall be submitted, **ONE SET OF WHICH MUST CONTAIN ORIGINAL SIGNATURES** including completed copies of any forms, certifications or other items required in this RFB. Forms included in this RFB shall be completely filled in, in ink or by typing, on the original form. Failure to respond to the RFB on any official form(s) included in this RFB may result in disqualification of a Bid as non-responsive. No Bid form will be accepted which contains any modification to the template, additional information not specifically

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requested, omissions or erasures. Any form requiring a signature must be signed by a duly authorized individual on behalf of the Bidder. Illegible and unsigned Bids will be rejected as non-responsive.

10. Permission will not be given to modify or explain a Bid after it has been opened, with the exception of price negotiations with the lowest responsive and responsible Bidder or any other clarification required at the sole discretion of the Commissioner of General Services or his or her designee. Permission to withdraw a Bid prior to opening will be at the discretion of the County and no replacement Bid may be submitted. Opened Bids may not be withdrawn until forty-five (45) days after opening.
11. **Basis of Award provisions vary with each RFB, please read that section carefully.** Some RFBs may be awarded to more than one entity. The County reserves the rights to waive any informality, reject any and all Bids with or without resoliciting, or, if noted in the Basis of Award section of this RFB, accept any Bid in whole or in part, if deemed to be in the best interest of the County.
12. Any award shall be subject to the execution of a contract (and, if applicable, license or other agreements) between the Bidder and the County. The County's contract obligation is contingent upon Bidder's provision of any required insurance and bonds, execution of the contract by both parties and the availability of appropriated funds for this contract. No legal liability on the part of the County for payment of any money shall arise unless and until all required insurance and bonds are provided and maintained; funds are appropriated and made available in each year of the term of the contract and all performance requirements for each payment are met. The County shall have no responsibility or liability for any of Bidder's costs related to preparation of Bids, attendance at interviews, etc.; all such costs are solely at Bidder's risk and expense.
13. Bidder(s) awarded a contract agree to execute the contract in the same form as the template enclosed in this RFB and in the timeframe, if any, indicated in this RFB. If the Specifications permit it, any supplemental agreement(s) (e.g. licensing or maintenance agreements) preferred by a Bidder must be included in the Bid and shall be subject to negotiation and the discretionary approval of the County Attorney and the County Executive. For any software required in the scope of services, include any proposed license or maintenance agreement(s) with your Bid. Failure to reach agreement on contract terms and conditions may result in rejection of a Bid as non-responsive, rescission of an award and/or retention of bid security by the County.
14. If Bid Security is required by this RFB (see page 7); it should be included in the Bid. If Performance and/or Payment Bonds are required by this RFB (see page 7), Bids should include a letter from the Bidder's bank or surety stating that the required letter of credit or bond(s) will be provided in the event of a contract. The letter of credit or bond(s) shall be provided for each year or relevant portion of the contract, as may be applicable.
15. Bidders should be properly registered to do business in New York State, as may be required by applicable law, and furnish applicable certificates of authority/incorporation/partnership/dba, etc. prior to County's execution of the contract. Regardless of the propriety or legality of registration status, as a condition of contract, the Bidder shall agree to service of process as follows: In addition to the methods of service allowed by New York's Civil Practice Law and Rules, Bidder consents to service of process upon it by registered or certified mail, return receipt requested, to the address indicated in this Agreement. Service shall be complete upon Bidder's actual receipt of process, or upon the County's receipt of the return by the United States Postal Service as refused or undeliverable. Bidder shall immediately notify the County, in writing, via registered or certified mail, return receipt requested, of each change or address to which service of process can be made. Service by the County to the last known address shall be sufficient.

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16. If a deposit was required to obtain this RFB, the deposit for one full set of documents returned in good condition within thirty (30) days after the Notice of Award shall be refunded. Refunds for any additional copies obtained by the same Bidder shall be less the actual reproduction cost per set.
17. The County encourages submission of Bids by certified Minority and Women Owned Business Enterprises. If awarded a contract, Bidder specifically agrees to abide by all applicable provisions of federal and state laws and regulations, as applicable to its agents, employees, subcontractors and assigns. In hiring and employment practices, Bidder shall not in any manner discriminate on the basis of race, creed, religion, color, sex, national origin, citizenship status, age, marital status, disability, genetic information or predisposing genetic characteristics, sexual orientation, military status or domestic violence victim status.
18. Supplier Forms are included in this RFB. Contractors that have not received a purchase order in the last twelve (12) months from the County must submit completed and executed Supplier Forms prior to execution of a contract by the County.
19. If a Contractor fails to perform or otherwise breaches the contract, in addition to any other rights and remedies the County may have, the Contractor may be considered non-responsible and may be ineligible for future contract awards.

#### **INSURANCE REQUIREMENTS**

During the term of the contract, or longer if required, Contractor will maintain, at its expense, Worker's Compensation, Disability and liability insurance policies of the types and minimum coverages specified in the enclosed Public Improvement Contract. Certificates of insurance evidencing Bidder's compliance with these requirements will be required prior to execution of the contract by the County. Award is conditional upon submission of insurance documents within the time specified in the Notice of Award. Failure to do so may result in disqualification of the Bidder as non-responsive and/or the County's retention of any bid security.


#### **BONDING REQUIREMENTS**

##### **A. Bid Bond**

An approved bid bond, bank check, certified check, or letter of credit in the amount of 10% of the total contract price is required with all Bids.

##### **B. Payment & Performance Bonds**

1. Prior to execution of the contract by the County, the awarded Bidder will provide, in the full amount of the contract price:
  - a. Performance and Payment Bonds, signed by a surety company authorized to do business in the State of New York, having an A.M. Best rating of A- or better and appearing on the most recent published Department of the Treasury's Listing of Approved Sureties (Department Circular 570) at the time of filing the Bond(s); or

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b. an irrevocable letter of credit with a sound and reputable bank authorized to do business in the State of New York; or

2. The Performance Bond, Payment Bond, letter of credit, etc., will name the County of Orange as beneficiary and may be invoked to the benefit of the County upon delivery of a certified statement to the issuing bank or surety that the Contractor has failed to perform, pursuant to the terms and conditions of its contract with the County. Contractor will obtain and maintain the bond(s) or letter of credit in full force and effect for sixty (60) days after contract expiration or longer if the contract so requires.

**C. Maintenance Bond**

1. Upon application for Final Payment, the Contractor will provide the Owner with a Maintenance Bond in the amount of TEN PERCENT (10%) of the total Contract Price at Substantial Completion which will remain in effect for one year from the date of approval of Final Payment as a guarantee that the Contractor will make good any faults or defects in the Work arising from improper or defective workmanship or materials which may appear during that period. The Maintenance Bond will be in addition to any other warranties, guarantees or similar obligations called for in the Contract Documents.
2. Bonds evidencing awarded Bidder's compliance with these requirements will be required prior to execution of the contract by the County. Award is conditional upon submission of bonds within the time specified in the Notice of Award. Failure to do so may result in disqualification of the Bidder as non-responsive and/or the County's retention of any bid security.



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## SCOPE

Work to include the decommissioning, demolition and legal disposal of the existing boiler, hot water heater and associated equipment and potentially an unused chiller (as an alternate) from the site. Contractor will provide, install and commission a new boiler and hot water heater including all necessary and associated parts and appurtenances at 30 Harriman Drive Goshen NY for a new, fully operational heating boiler plant and electric hot water heater.

## SPECIFICATIONS

### **A. GENERAL PROJECT DESCRIPTION**

1. The Orange County Mental Health building is located at 30 Harriman Drive in Goshen New York, the Boiler and pumps are located on the first floor at the rear parking lot side of the building.
2. The successful Bidder (herein known as "Contractor") will decommission, demolish and legally dispose of the existing boiler and hot water heater equipment, accessories and appurtenances as described in this RFB; pour a new concrete slab inside the existing boiler steel base frame; and will provide, install and commission replacement boilers and water heater in accordance with industry standards **as specified or approved equal**. Vendor may also be required to decommission, demolish and legally dispose of an existing unused chiller at the same location, if this alternate is awarded.
3. Contractor will be required to supply all necessary labor, equipment and materials, including, but not limited to all necessary electrical conduit, wiring, breakers, piping, valves, boilers, breeching and combustion air ducts, pumps, necessary hydronic accessories and all associated parts and appurtenances for a new fully operational heating boiler plant and new electric hot water heater at 30 Harriman Drive Goshen N.Y. All equipment must also be fully commissioned.
4. **A current asbestos remediation report and clearance letter is provided as an attachment to this RFB.** Testing, abatement, disposal and monitoring, in compliance with all applicable laws and regulations, for all other hazardous materials that may be encountered during the project (e.g. in the existing boiler) will be responsibility of Contractor and must be included in the Bid Price.
5. Contractor will have a minimum of three (3) years' experience performing working similar in scope and nature of the services described in this RFB and will complete and submit the Certificate of Experience contained in this RFB.
6. Contractor will provide the Owner with a phone number in which a representative of Contractor will be available twenty-four (24) hours a day, seven (7) days a week, in the event of an emergency during the installation and throughout the labor and workmanship warranty period. Contractor will respond to emergency calls within two (2) hours.
7. Contractor will provide all labor, material, tools, equipment, rigging and supervision necessary to complete the installation of the new Boilers, Pumps and Water heater including all associated equipment and accessories as specified in this RFB, and in accordance with the manufacturer's recommendation for installation and start-up.

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8. Contractor will be fully knowledgeable of all requirements of the Contract and will make themselves aware of all job site conditions that will affect their work.
9. Contractor will confirm all given information and advise the Owner, prior to bid, of any conflicts that will affect their cost proposal.
10. Any Contractor who intends to submit a bid using a different Boiler other than the approved manufacture must submit a cut sheet on proposed Boiler from the manufacturer with detailed information on all of its features and temperature control for fan speed. Information on alternate Boiler must be submitted ten (10) days prior to the bid. Any Contractor who fails to submit all information as requested will be subject to rejection. Bids stating “as per specs” will be unacceptable.


## **B. EQUIPMENT DESCRIPTIONS**

Provide and install the boilers, pumps, and hydronic specialties, or approved equals, as listed below:

1. Three (3) Aerco Benchmark Platinum High Efficiency Gas Boilers, model BMK-1500;
2. One (1) Lot Heat Fab AL29-4C stainless steel breeching for condensing boilers;
3.
  - a. Two (2) Armstrong End Suction Design Envelope Pump with Integral VFD, model 4280-0205-002.0, include suction guides, flo-trex valves, and flexible pump connectors;
  - b. Two (2) Armstrong Vertical Inline Design Envelope Pump with Integral VFD, model 4380-1505-001.5, include flo-trex valves and flexible pump connectors;
4.
  - a. One (1) Armstrong Bladder Style Expansion Tank, model A400-L;
  - b. One (1) Armstrong 4” Vortex Air Separator with Strainer, model VAS-4, include automatic air vent;
5. One (1) AO Smith model DRE-80-18kW electric domestic water heater.

## **C. WARRANTIES**

1. Boilers: Manufacturer’s warranty to be 15-years non-prorated for the heat exchanger, 5-years for the burner, 3-years for the controller, and 2-years for all other non-consumable parts. Consumable parts include the ignitor and flame rod. All warranties to commence 18 months from shipment or 12 months from startup, whichever occurs first.
2. Breeching: 15-year limited warranty from date of shipment.
3. Pumps, Air Separator, and Expansion Tank: Equipment to be warranted for 12-months from date of installation or 18-months from shipment, whichever occurs first, due to failure due to defects in material or workmanship.

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4. Electric Commercial Water Heater: 3-year limited tank warranty and 1-year limited warranty for parts, both commencing on date of installation.
5. Labor and Workmanship: Installation of all equipment, materials and the slab for the new heating boiler plant and hot water heater to be warranted for 1-year from the date of Substantial Completion.

#### **D. TECHNICAL SPECIFICATIONS FOR EQUIPMENT**

##### **1. Condensing Boilers Specification**

- a. Furnish and install three (3) Aerco Benchmark Platinum Series hot water condensing boilers model BMK-1500 or approved equal.
- b. Factory packaged and assembled boiler to include the following:
  - i. burner capable at minimum of 20 to 1 turndown;
  - ii. full modulation of gas train (boiler input range 1,500 mbh down to 75 mbh with infinite points in between);
  - iii. 439 stainless steel firetube heat exchanger;
  - iv. 160psi maximum allowable working pressure;
  - v. oxygen monitoring and trim system;
  - vi. electric type low water level cutoff with test;
  - vii. manual reset and dual over-temperature protection;
  - viii. remote fault alarm contact;
  - ix. FM gas train for natural gas capable of full capacity with gas supply 4.0" to 14.0" w.c.;
  - x. variable speed DC centrifugal blower;
  - xi. integral boiler controller capable of individual boiler control or sequencing a plant of up to 16 boilers;
  - xii. integral boiler controller to be capable of communicating to a centralized BMS via BACnet protocol;
  - xiii. electrical service required is 120 volt, single phase, 16FLA.
- c. Field installed accessories, one per boiler:
  - i. boiler automatic isolation valve with power control;
  - ii. proof-of-operation provided by the boiler via a harness and plug connection to the boiler control;
  - iii. ASME pressure relief valve;
  - iv. pressure/temperature compound gauge on boiler outlet;
  - v. condensate trap, float type, manufactured from only non-corrosive materials;
  - vi. condensate neutralizing kit each suitable for no less than 12 months continuous operation at full condensing.
- d. Field installed control components:
 

Outside air sensor and header temperature sensor, both wired directly to the master boiler.
- e. Applicable standards:
  - i. AHRI performance compliance - data sheet must be available from AHRI showing both thermal and combustion efficiency;
  - ii. UL listed to standard UL 795; ASHRAE 90.1 compliance;

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- iii. Constructed in accordance with ASME Boiler and Pressure Vessel Code, Section IV "Heating Boilers"; NOx emissions < 9 ppm corrected to 3% oxygen.
- f. Heat exchanger must be constructed of stainless steel. Boiler designs utilizing water-tube, secondary heat exchangers or multiple heat exchangers within a single cabinet or non-stainless steel materials are unacceptable.
- g. O<sub>2</sub> Sensor
  - i. The boiler will utilize an automotive grade O<sub>2</sub> sensor that measures and controls the oxygen content in the exhaust gases.
  - ii. The O<sub>2</sub> sensor will be located in the dry combustion chamber.
  - iii. Alternate systems that locate the sensor where they will be exposed to wet corrosive exhaust will be provided with five (5) spare sensors per boiler (one per year per burner for the burner warranty period).
  - iv. Oxygen monitoring and trim systems to maintain dewpoint at 122°F or higher, and to dynamically optimize combustion efficiency. The O<sub>2</sub> system will measure the oxygen content of the exhaust gasses in real-time and make combustion adjustments as necessary.
  - v. If an external oxygen monitoring system is required, acceptable manufacturers and models will be Hays-Cleveland Series A-10050 or Preferred Instruments ZP series.
  - vi. For any system requiring annual replacement, the replacement oxygen sensors will be covered under the first five (5) years of the manufacturer's warranty for each boiler.
  - vii. Boilers without an equivalent O<sub>2</sub> trim will be deemed unacceptable.
  - viii. Due to the moisture content of flue gasses from condensing boilers, placing the O<sub>2</sub> sensor in the exhaust manifold or stack will be deemed unacceptable.

## 2. Breeching and Combustion Air Duct Specification

- a. Boilers will be individually vented using Heat Fab model CI Plus double-wall pipe.
- b. Boiler breeching will be factory prefabricated, laboratory tested and UL listed as suitable for 15" WC positive pressure.
- c. The exhaust system will be for use with building heating and equipment burning gas.
- d. Products furnished under this section will conform to the requirements of NFPA 54 and NFPA 211, and will comply with UL 1738, ULC S636 Standard for Venting Systems for Category II, III, and IV Gas-Burning Appliances.
- e. The chimney must maintain airtight integrity for flue gas temperatures up to 570°F.
- f. Breeching will be constructed of an AL29-4C inner shell and a 430 stainless steel outer jacket.
- g. Inner shell and outer jacket are to be separated by at least 1-inch airspace, with positive sealing joints.
- h. Mating parts will be sealed by an integral silicone gasket.
- i. Single source supplier required from boiler connection to stack termination.
- j. Combustion air will be directly connected to each boiler using either metal or PVC duct.
- d. Boiler manufacturer to confirm suitable sizing of both breeching and combustion air ducts.


## 3. Hyronic Pumps

- a. Furnish and install two (2) Armstrong end suction and two vertical inline pumps models 4280-0205-002.0 and 4380-1505-001.5, respectively, or approved equals.

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b. End Suction Pumps

- i. Single stage, single suction type, end-suction horizontal design with integrated variable speed control.
- ii. Casing will be made of ductile iron ASTM A536 Grade 65-45-12. Casing wetted surfaces will be e-coated to prevent seizing of impeller to casing after periods of inactivity. Ensure casing is radially split to allow for removal of rotating element without disturbing pipe connections. Drill and tap casing for gauge ports on both suction and discharge connections. Drain port, drill and tapped, at the lowest point of the casing. ANSI Class 150 flanged connections to the piping system.
- iii. Impeller to be ASTM A743 CF8M, 316 stainless steel, fully enclosed and dynamically balanced to ANSI G6.3 and fitted to shaft with key. Use two-plane balancing when installed impeller diameter is less than 6 times impeller width.
- iv. Pump shaft: Type 316 stainless steel to ASTM A479.
- v. Flush line: 3/8 inch braided stainless steel complete with air vent.
- vi. Casing O-ring: EPDM
- vii. Mechanical seal, type AB2 outside balanced and rated to 300°F maximum. Rotating face to be resin bonded carbon and stationary seat to be sintered silicon carbide. Secondary seal elastomer made of Viton. Spring and rotating hardware to be stainless steel.
- viii. Integral vibration isolators: Pump to include four (4) springs secured directly to the pump feet and installed on the ground support. Springs will be free-standing type, laterally stable without any housing, and complete with molded with non-skid neoprene acoustical cup. Bolting to the concrete pad not necessary. Protective plastic shrouds will be supplied to house the springs.
- ix. Motor: Provide a permanent magnet motor to IE5 efficiency standards. Motor losses to be reduced by 36% over NEMA Premium Efficiency Table 12.12. Motor horsepower not to exceed 2.0. Field verify motor power supply requirements.
- x. Pump control: Integrated variable speed control with UL type 12 minimum enclosure rating. Harmonic suppression equivalent 5% impedance AC line reactor to mitigate harmonics to support IEEE 519 system requirements. Control to be capable to variable speed pump control without the need for external sensors or signal. System control curve will be a programmable function that is field adjustable for both balancing and operation of the heating system. Control to provide the following motor protections: phase to phase, phase to ground fault, loss of supply phase, over voltage, under voltage, motor over temperature, inverter overload, over current.
- xi. End Suction Pump Accessories:
  - A. Suction guides: End-suction pumps to be provided with cast iron suction guides that include ANSI 150 flange connection to pump. System connection to be either ANSI 150 flanged or


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grooved pipe connection. To include an integral stainless steel strainer for operation and a mesh bronze start-up strainer. Start-up strainer to be removed after system flushing.

- B. Triple duty valve: Cast or ductile iron valve body with tight shut-off, spring-closure type silent non-slam check valve with effective throttling design capability. Stainless steel valve stem with flat surfaces for adjustment with open-end wrench.
- C. Stainless steel braided connectors: Fabricated from stainless steel corrugated hose with heavy duty woven wire braid.

c. Vertical Inline Pump

- i. Single stage, single suction type, vertical inline design with integrated variable speed control. Casing will be made of ductile iron ASTM A536 Grade 65-45-12.
- ii. Casing wetted surfaces will be e-coated to prevent seizing of impeller to casing after periods of inactivity. Ensure casing is radially split to allow for removal of rotating element without disturbing pipe connections. Drill and tap casing for gauge ports on both suction and discharge connections. Drain port, drill and tapped, at the lowest point of the casing. ANSI Class 150 flanged connections to the piping system.
- iii. Impeller to be ASTM A743 CF8M, 316 stainless steel, fully enclosed and dynamically balanced to ANSI G6.3 and fitted to shaft with key. Use two-plane balancing when installed impeller diameter is less than 6 times impeller width.
- iv. Pump shaft: Steel motor shaft with stub shaft made of ASTM A276, type 316 stainless steel.
- v. Flush line: 3/8 inch braided stainless steel complete with air vent.
- vi. Casing O-ring: EPDM, Mechanical seal, type AB2 outsie balanced and rated to 300°F maximum. Rotating face to be resin bonded carbon and stationary seat to be sintered silicon carbide. Secondary seal elastomer made of Viton. Spring and rotating hardware to be stainless steel.
- vii. Integral vibration isolators: pump to include four (4) springs secured directly to the pump feet and installed on the ground support. Springs will be free-standing type, laterally stable without any housing, and complete with molded with non-skid neoprene acoustical cup. Bolting to the concrete pad not necessary. Protective plastic shrouds will be supplied to house the springs.
- viii. Motor: Provide a permanent magnet motor to IE5 efficiency standards. Motor losses to be reduced by 36% over NEMA Premium Efficiency Table 12.12. Motor horsepower not to exceed 2.0. Field verify motor power supply requirements.
- ix. Pump control: Integrated variable speed control with UL type 12 minimum enclosure rating. Harmonic suppression equivalent 5% impedance AC line reactor to mitigate harmonics to support IEEE 519 system requirements. Control to be capable to variable speed pump control without the need for external sensors or signal. System control curve will be a programmable function that is field adjustable for both balancing and operation of the heating system. Control to provide the

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following motor protections: phase to phase, phase to ground fault, loss of supply phase, over voltage, under voltage, motor over temperature, inverter overload, over current.

x. End Suction Pump Accessories:

- A. Triple duty valve: Cast or ductile iron valve body with tight shut-off, spring-closure type silent non-slam check valve with effective throttling design capability. Stainless steel valve stem with flat surfaces for adjustment with open-end wrench.
- B. Stainless steel braided connectors: Fabricated from stainless steel corrugated hose with heavy duty woven wire braid.

#### 4. Expansion Tank and Air Separator

Furnish and install one (1) vertically mounted bladder type expansion tank Armstrong model A400-L and one (1) Vortex style air separator model VAS-4 with integral strainer, or approved equals.

a. Bladder type expansion tank:


- i. Tank to be constructed of a carbon steel shell and a heavy-duty replaceable butyl bladder.
- ii. Supply a tank that includes ring base, lifting rings, and NPT system connection.
- iii. Air charging valve connections (standard valve) will be provided to facilitate adjusting pre-charged pressure to meet actual system conditions.
- iv. Tank to be rated for 125-psig working pressure and 375°F maximum operating temperature.
- v. Factory test with taps fabricated and supports installed and labeled according to ASME Boiler and Pressure Vessel Code: Section VIII, Division 1.
- vi. Tanks to be shipped with a 12-psig pre-charge.
- vii. Installation to included adjustment of charge pressure to meet system operating pressure.

b. Vortex air separator:

- i. The Vortex air separator will be designed and constructed in accordance with Section VIII, Division 1 of the ASME Boiler and Pressure Vessel Code.
- ii. The unit will be fitted with NPT vent connection (for connection to expansion tank and/or air vent). An additional NPT tapping will be provided on the bottom of the air separator to facilitate blow-down.
- iii. The unit will operate with a maximum working temperature of 375°F and a maximum working pressure of 160-psig.
- iv. Body to be cast iron with ANSI-150 flanged connections.
- v. Include an integral stainless steel strainer with free area of not less than four (4) times the cross-sectional area of the connecting piping. Strainer will be removable for cleaning. Air separators will be supplied with a ¾" automatic air vent.
- vi. Air vent to have a brass body rated for 150-psig working pressure.

#### 5. Electric Domestic Water Heater

Furnish and install one (1) commercial electric water heater AO Smith model DRE-80-18kW or approved equal.

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- a. Glass-lined steel 80-gallon tank rated for 150-psig working pressure. Tank to have foam insulation and jacket. Tank to include two anode rods for maximum corrosion protection. Wetted surfaced must comply with NSF 61 barrier materials for potable-water tank lining, including extending finish into tank fittings and outlets. Heavy-duty medium watt density elements with incoloy sheathing to protect against oxidation and scaling.
- b. Cumulative element capacity must be 18 kW or greater, capable of producing 80 gallons per hour of heated domestic water at a 90°F temperature rise.
- c. Include an ASME rated temperature and pressure relief valve rated for the heating capacity of the water heater. Surface mounted temperature control adjustable range 120°F to 181°F and manual reset high temperature cut-off per element.
- d. Thermostat step control may be achieved by varying settings on individual temperature controls. Controls to be located behind a hinged control compartment door.
- e. Integral fusing protects all elements, thermostats, and internal wiring circuits against excess current flow. Meets National Electrical Code requirements that non-ASME tanks must have internal fusing when current draw exceeds 48 amps.
- f. Available electrical voltage to be verified by Contractor.

**E. REMOVAL AND INSTALLATION OF BOILER, WATER HEATER AND CHILLER (IF CHILLER ALTERNATE IS AWARDED), PROVISION OF TEMPORARY HEAT PLANT SOURCE**


**1. General**

- a. Comply with the manufacture's published instructions for the installation of the boilers, pumps and water heater.
- b. It will be Contractor's responsibility to ascertain quantities of materials required to complete the Project.
- c. Neither the facility nor the Owner is responsible for Contractor's need for tools and supplies to complete work.
- d. Contractor is to perform work during normal working hours.

**2. Removal of Existing Boiler, Pumps, Water Heater and Chiller (if Chiller Alternate is awarded)**

- a. Disconnect all piping, electric, and any other utilities from existing equipment.
- b. Remove any mounting brackets or supports from existing equipment.
- c. Contractor is responsible for removal of existing boiler, pumps, expansion tank, hot water heater and inoperable chiller (if chiller Alternate is awarded) including all equipment, machinery, piping, electrical and all other associated items to clear the old systems components to install completely new systems.



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- d. Contractor will supply any and all tools, equipment and rigging as needed for the removal of this equipment and associated infrastructure and accessories.
- e. Contractor is responsible for all safety requirements to protect the staff, and general public, including but not limited to all added safety precautions necessary if a crane or lift equipment is used for any portion of this project.
- f. Contractor will be responsible for the legal disposal of the old Boiler, including, but not limited to, any hazardous materials, along with any and all miscellaneous debris generated from this project.

### **3. Installation of New Boilers, Pumps and Water Heater**


- a. Install all new electrical wiring, conduit, breakers, sub panels, control panels, disconnects, shut off and bypass valves for the new equipment including all code compliant labeling.
- b. Connect all utilities to boilers, pumps and water heater including infrastructure for same.
- c. After installation is completed, Contractor will start up unit.
- d. Once Contractor has performed initial startup of the boilers, pumps and water heater Contractor will fully commission each unit by making all adjustments and settings according to the manufacturer's recommendations for peak operating efficiency and by thoroughly testing the boilers, pumps and water heater to confirm optimum results.

### **4. Provision of Temporary Heat Plant Source**

- a. Should Contractor not have the new boilers, pumps and water heater operational and fully commissioned by October 1, 2021, Contractor will be responsible for providing, connecting, commissioning, maintaining (includes refueling), disconnecting and decommissioning, a temporary heat plant source using the existing water loop at the facility until the new boilers, pumps and water heater are operational and fully commissioned.
- b. All costs for the temporary heat plant source including all labor, equipment (including but not limited to equipment rental costs), materials, supplies, permits, etc. must be included in the Base Bid price.

### **5. Equipment Delivery, Storage and Handling**

- a. Deliver materials to the job site in the manufacturer's original, unopened containers or wrappings with the manufacture's name, brand name and installation instructions intact and legible.
- b. Comply with all the manufacture's written instructions for proper storage.
- c. All equipment and materials will be stored off the ground and protected from damage.
- d. Any equipment or materials found to be damaged should be removed and replaced at the Contractor's expense.

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## 6. Use of Premises

- a. Before beginning work, the Contractor must secure approval from the Owner for the following:
  - i. Areas permitted for personnel parking.
  - ii. Access to site.
  - iii. Areas permitted for storage of equipment and materials.
- b. Contractor is responsible for the protection of their own material, equipment, tools, and personal belongings while on the premises.

## 7. Work Schedule


- a. Normal work hours are 7:00 A.M. to 5:00 P.M. Monday through Friday.
- b. The facility is to remain in operation during the installation of the new equipment. Work will be performed in late summer and completed prior to the heating season so that staff and visitor comfort will be uninterrupted.
- c. The Contractor (within ten (10) days after execution of Contract) will furnish to, Scott Razzano Director of Professional Services for the Owner's Department of Public Works ("Director of Professional Services")
  - i. a timeline schedule, indicating in sufficient detail to accurately convey the sequence of the work with the following information pertaining to their Work:
    - A. Time required for fabrications and delivery of major materials and equipment.
    - B. Sequencing and time required to perform all Work as specified; and
  - ii. a list of subcontractors and suppliers with names, addresses, telephone numbers, and description of the Work they will perform or furnish.

## 7. Existing Site Conditions

- a. Extreme care must be taken to protect all areas surrounding the new Work, including but not limited to, other equipment located in the mechanical room, doors, walls and property.
- b. Extreme care must be taken to limit debris accumulation, dust or any other activities in areas not within the mechanical room or outlined in the Contract.
- c. Contractor is responsible to assess the existing conditions related to their Work.

## 8. Temporary Facilities, Services and Procedures


- a. Contractor will provide clean up on a daily basis to keep Work areas free from miscellaneous debris.
- b. Power will be available to the Contractor for the operation of tools and equipment.

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## F. GENERAL CONDITIONS

### 1. Management of Work:

- a. Contractor will supervise and direct the Work, using the Contractor's best skill and attention.
- b. Contractor will be solely responsible for all construction means, methods, techniques, sequences and procedures and will coordinate all portions of the Work under the Contract subject to the overall coordination of Owner.
- c. Contractor will be responsible for the acts and omissions of the Contractor's employees and agents, subcontractors and their agents and employees, and any other persons performing any of the work for the benefit of the Contractor.
- d. Contractor will at all times enforce strict discipline and good order among the employees and will not employ any unfit person or anyone not skilled in the task assigned them.
- e. Contractor warrants that all materials and equipment furnished under this Contract will be new unless otherwise specified, and that all Work will be of good quality, free from defects and in conformance with the Contract documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Owner, the Contractor will furnish satisfactory evidence as the kind and quality of materials and equipment.
- f. Contractor will employ a competent Superintendent and necessary assistants who will be in attendance during the progress of the Work. Communications with the Superintendent will be as binding as if given to the Contractor. Important communications will be confirmed in writing upon request by the Owner or the Contract. The Superintendent will be acceptable by Owner. Contractor will submit resume for approval by Owner within three (3) days of proposed superintendent. If either party requires replacement of the Superintendent, the same approval process will apply to the proposed replacement.
- g. Contractor will confine operations on the premises to areas designed by Owner and permitted by law, ordinances, permits and the Contracts documents, and will not unreasonably encumber the premises with any materials or equipment. The Contractor will coordinate all of the subcontractor's operations with, and secure approval from Owner before using any portion of the premises.
- h. Where material is specified to be furnished by other or furnished and delivered only, the Contractor installing the material will be responsible for scheduling the delivery, receiving, unloading, storing, handling, relocating, hoisting, distributing, laying out, and installing. Upon receipt by the Contractor installing the material, risk of loss and damage will be borne by that Contractor.
- i. Contractor is responsible to follow all Occupational Safety and Health (OSHA) Administration Codes, Rules and Regulations with regard to employee health and safety while working on any Owner property or in any Owner facility whether owned or leased by the Owner. Contractor is responsible for their employee training, Fall Protection, Electrical Hazards, Personal Protective Equipment,

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appropriate Signage, Documentation, and Record Keeping in such areas but not limited to; that portion of the regulations that pertain to areas of work that the Contractor is supplying to the Owner.

- j. Contractor will coordinate any facility system shut down with the Director of Professional Services or designee.

## **2. Plans, Drawings and/or Specifications**


In addition to the Plans, Drawings or Specifications provided in the Contract Documents, Contractor will furnish drawings and/or manufacturers' specifications, as may be required by the Contract Documents for the Work to be approved by the Commissioner of the Department of Public Works or designee ("Commissioner").

## **3. Materials**

- a. Contractor will submit all invoices for materials showing proof of purchase and compliance with specifications and/or approved submittals.
- b. Where the words "approved", "approved equal", "as directed", and similar expressions occur in the Specifications, they refer to the specific approval or the direction of the Commissioner. The various materials mentioned in the Specifications, including those where proprietary names are used, whether or not followed by the words "or an approved equal" are given not as a limitation, but to establish a standard of quality and construction. Approved equals may be acceptable for materials, but only as approved by the Commissioner.
- c. Preference will be given to articles or materials manufactured or produced within the United States, conditions of quality and price with duty being equal. Unless otherwise stated in the bid, it will be understood that only domestic articles or materials will be used on the job. In all cases the materials will be new.
- d. Contractor certifies and warrants that all wood products to be used under this Contract, if any, will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165 which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the Owner. Qualification for an exemption under this law will be the responsibility of the Contractor to establish and must meet the statutory requirements and the approval of the Owner. Any bid which proposes or calls for the use of any tropical hardwood in the performance of the Contract will be deemed non-responsive.

## **4. Inspection**

The Owner will at all times have access to the job for purposes of inspecting all Work whether the Work is in preparation or in progress. The Work under this Contract will be done to the Department Head's satisfaction and acceptance.

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## 5. Construction and Permit Fees

Contractor will secure, at its own cost and expense, all applicable and necessary permits from the State, municipal, or other public authorities, if any, required in connection with the Work.

## 6. Clean-Up

Immediately before the final inspection by Owner, and prior to acceptance by Owner of the Work performed under this Contract, Contractor will remove all equipment, rubbish, materials not used, and debris; leaving the building site, private property and adjacent areas in a condition equal to or better than the condition prior to the Work. In addition to the above, Contractor will, on a daily basis during the course of the Work, make certain that the Project site and its environs are left in a clean, neat and orderly condition; removing debris as it accumulates.

## 7. No Waiver & Guarantee

Neither the Final Certificate of Payment, nor any provision in the Contract Documents, nor partial or entire occupancy of the premises by Owner will constitute an acceptance of Work not done in accordance with the Contract documents; nor do they relieve Contractor of any liability with respect to any express warranties or any responsibility for faulty materials or workmanship. Contractor will remedy any defects in the Work and pay for damage to other work resulting therefrom, which will appear within a period of one (1) year from the date of final acceptance of the Work unless a longer period is specified. Owner will give notice of observed defects with reasonable promptness.

## 8. Public Utilities


Contractor will assume full responsibility for the protection and preservation of all public utilities, if any, adjacent to or on the Site. Contractor will comply with all requirements of New York State Department of Labor Industrial Code Rule 753 "Dig Safely New York".

## 9. Existing Facilities

As applicable to the Work site, Contractor will assume full responsibility for the protection and preservation of all culverts, headwalls, buildings, and all other features existing within and adjacent to the Work Site.

## 10. Twenty-Four Hour Notice

Contractor will provide the Director of Professional Services with the names and telephone numbers of at least two (2) employees of Contractor who can be reached twenty-four (24) hours a day. This will enable Owner to contact Contractor any time that an emergency might arise involving Contractor's operations or responsibilities.

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#### 11. Sanitary Requirements ☒ applicable if checked

Unless otherwise stated in the Contract Documents, Contractor will provide the necessary enclosed sanitary conveniences for the use of its workers and inspection personnel. They will be of a type approved by the Director of Professional Services and the New York State Department of Labor and will be maintained by Contractor and kept in a clean and satisfactory manner. Facilities such as "Sani-John" or similar prefabricated units will be approved as long as they are kept in a clean condition. Each unit will include a toilet and a urinal. These structures will be sufficient in number for the size of the job, and their use will be required. Contractor will notify all his workers that no nuisances will be permitted in this regard, and any complaints will call for stricter enforcement of the provisions of this section.

#### 12. Drinking Water ☒ applicable if checked

Potable drinking water will also be provided by Contractor for its workers, subcontractors, any other representatives and inspection personnel.

#### 13. Trespassing On Private Property


Contractor's workers and subcontractor(s) will not invade or enter upon private property, lands, or buildings along the Work Site, unless it secures written permission from the Owner and adjacent owners, as applicable. Contractor will be held responsible for any and all damages and injuries done. Any damages or injury committed will be satisfactorily repaired or items replaced at Contractor's own expense. The Department Head will confirm that Contractor covers the full cost of all expenses and damages caused by Contractor. Contractor may make its own arrangements to use private property for storage, etc.

#### 14. Work On Easements and Rights-Of-Way

Contractor will confine its operations to the limits of the Work Site, including any easements and rights-of-way, indicated on the drawings and will not trespass on private property. Where the Owner has procured easements and rights-of way from individuals, extreme care must be exercised while working on these areas. Where lawns, gardens, driveways and other developed ground is traversed of necessity by heavy equipment, the surface of the area will be planked, or otherwise adequately protected to prevent harm. Bulldozers and other heavy equipment will not be used for backfilling near lawns or other highly developed areas.

#### 15. Pre-Commencement/Pre-Construction Conference

It is required that there will be a pre-work conference and the Contractor must attend this meeting. It will take place at a time and place to be announced later. This meeting will take place before the beginning of construction. Performance of the Contract will be discussed plus scheduling, number of crews, equipment, materials and construction details. Utility representatives may also be present to discuss construction details.

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## 16. Job Meetings

Contractor will attend all job meetings called by the Owner and will be represented by a person with complete authority to make all decisions affecting Contractor's operations. Failure to be so represented at any job meeting which is held at a mutually agreed upon time or for which three (3) days oral or written notice is given, will in no way relieve Contractor from abiding by any and all decisions made at such meeting.

## 17. Prevailing Wages

- a. Contractor is required to pay prevailing hourly wage rates and supplements pursuant to section 220-d of the New York State Labor Law. Questions regarding employee classifications should be directed to the New York State Department of Labor office located in Newburgh at (845) 568-5156.
- b. Contractor is responsible for paying all applicable prevailing wage rates throughout the Contract term.
- c. A verified statement of payment of prevailing wage rates by the Contractor must be submitted to the Owner in order for payment to be made.
- d. No payments will be made for work completed without this form. Refer to the New York State Department of Labor Article 8 Prevailing Rate Schedule PRC #2021008085 for rate applicable to this work.

## 18. Request for Payment

All requisitions for payments must be submitted on American Institute of Architects ("AIA") Documents or other forms previously approved by the Owner. A certified payroll showing prevailing wage rates and supplemental benefits were paid must be included with your invoice. No payments will be made without this required documentation.


## 19. Final Payment

Upon the completion of the project and before retainage will be paid, Owner requires submission of the following AIA documents or forms otherwise deemed acceptable by the Owner:

- |       |  |
|-------|--|
| G707  | Consent of Surety Company to final payment.            |
| G706A | Contractor's affidavit of release of liens.            |
| G706  | Contractor's affidavit of payment of debts and claims. |
| G 704 | Certificate of substantial completion.                 |

## 20. Work Area

All work areas are to be maintained in a constant state of cleanliness by Contractor to prevent the risk of injury. All tools and ladders must be supervised at all times and not be left unattended. During all breaks, lunches and at the end of the work day, all equipment and tools must be stored properly. The Director of

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Professional Services may assign an area where all equipment may be stored; however the Owner will have no responsibility or liability for equipment or tools of Contractor, its officers, employees, agents or subcontractors. "Construction Area" signage is to be provided and posted in all work areas by Contractor.

## 21. Schedule of Work

All Work by Contractor will be completed during the hours specified in the Contract Documents. Unless otherwise stated in the Contract Documents, Contractor will confer on a daily basis with the Department Head to discuss progress and needs and/or issues that may arise during the project.

## 22. Temporary Office ☐ applicable if checked

Unless otherwise stated in the Contract documents, Contractor will provide and maintain at its own expense for the duration of the project a suitable weatherproof office for Contractor with ample space for reading plans, conferences, etc., and with light, electric, telephone service, fax machine, answering machine, heat and air conditioning. Such temporary office may be a trailer. The cost and expenses of the temporary office will be included in the Contract Price.

## 23. Federal, State and Local Laws and Regulations

Contractor will adhere to all applicable federal, state and local laws, rules and regulations as they apply to the Contract throughout the term, and they are assumed to be included in the Contract as if they were written out in full.


### TERM

- A. The Owner anticipates that the term of this Contract commence in late August, early September and will remain in effect for one year after substantial completion.
- B. **All Work to be substantially completed by October 1, 2021, and fully commissioned and tested by October 8, 2021.**
- C. The term of the Contract may be extended, solely at the Owner's discretion, until project completion. However, **TIME IS OF THE ESSENCE**, and Contractor will use best efforts to complete the work in the timeframe specified in the RFB or other Contract documents. The Owner reserves its right to pursue all remedies available at law and in equity related to Contractor's failure to complete the work in the specified timeframe including, but not limited to exercise of liquidated damages provisions in the Contract Documents, if any, and termination of the Contract with restitution by Contractor.

### PRICING, INVOICING AND PAYMENT


- A. Pricing must be submitted on the provided Bid Form. Bidders will provide hourly rates for services and travel time as well as percentage markup for equipment, parts, and materials.
- B. Unless otherwise indicated in this RFB, prices will be net, including any applicable transportation and delivery charges fully prepaid by the Contractor to the destination indicated in the Bid. No freight and/or handling



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and/or fuel surcharges will be accepted, unless otherwise permitted in accordance the RFB. Contractors must have an adequate stockroom to service this contract without delay. However, in the event express shipping may be unavoidable to accommodate an urgent repair, **and only upon written pre-authorization by the Owner** (e.g. via email), Contractor may be permitted to express/overnight ship the required item(s), at the Owner's discretion, and the Owner will pay these shipping charges with no additional mark-up by the Contractor. This should be a rare circumstance and repeated unavailability of items to fulfill the contract and/or the need for repeated express/overnight shipments may be deemed a default of contract by the Owner, which may result in termination of the contract.

- C. The proposed scope and specifications are not a guarantee, were developed based on past or anticipated needs, and are as accurate as the Owner can ascertain at the time of issuance of this RFB. When an anticipated volume of services or other quantities are listed, these are either based upon a historical usage or anticipated need. The Owner in no way guarantees that the actual volume or quantities listed will be necessary or ordered, although every attempt is made to provide accurate information. When volume or quantities are listed, the Bidder should understand that the actual volume or quantities may be more or less, depending on the actual needs of the Owner. The Bidder will hold the Owner harmless against any damages because of estimated volume or quantities. In the event quantities exceed the estimate, the Owner will receive the price as listed in the Bid or, if a better price is available at that time, that price will be passed on to the Owner.
- D. The prices submitted will be exclusive of federal and state sales taxes (or other taxes inapplicable to government entities) and must not include any tax for which the Bidder may claim exemption because of doing business with the Owner.
- E. For contracts involving provision of goods, equipment or technology, at no time will any increase in price or change in product specification for those items be permitted, except in the case where an item has been replaced by another item due to obsolescence. In this instance, the Owner must approve a change of product in a written change order for it to be valid. In the event a product substitution is approved, no change in price will be permitted except when the price will be equal to or lower than the originally awarded price.
- F. **Prevailing Wage Requirements**
  1. Prevailing Wage rates apply to this Contract and are specified in Prevailing Wage Schedule PRC # 2021008085 which is incorporated by reference. The Prevailing Wage Schedule and any supplements thereto may be found by entering the PRC# at:  
<http://wpp.labor.state.ny.us/wpp/showFindProject.do?method=showIt>.  
 The Contractor is required to pay the prevailing hourly wage rates and supplements throughout the term of the Contract pursuant to New York State Labor Law.
  2. The New York State Department of Labor may revise Prevailing Wage Schedules throughout the year. Bid pricing should account for any such increase in Prevailing Wage rates as **change orders due to increased Prevailing Wage rates will not be permitted**. Offerors are strongly encouraged to review archived Prevailing Wage Schedules at:  
<http://www.labor.state.ny.us/workerprotection/publicwork/ArchivedWageSchedules.shtm>,  
 prior to Bid submission, to ensure that their pricing will be competitive. Contractor will be responsible for all Prevailing Wage and Supplement increases regardless of when or how often they are implemented while maintaining the prices submitted in their Bid.

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- G. Payment will be made in accordance with applicable provisions of this RFB and the contract template provided with it.
- H. The Owner may require applications for payment to be submitted on American Institute of Architects ("AIA") Documents or other forms previously approved by the Owner.
- I. Payment Correspondence
 

Address payment correspondence to Orange County Department of Public Works, Division of Buildings and Grounds, P.O. Box 509, Goshen, N.Y. 10924.
- J. All requests for payment must be submitted with a report of all Work performed including the address of each service location.
- K. A certified payroll must be included with all invoices including Article 8 labor, indicating the name, address, last four digits of social security number, labor classification, prevailing wage rates and supplemental benefits paid and, with the first pay application, a copy of proof of each employee's completion of an OSHA 10 course and thereafter only for any new or additional employee listed. This information currently required by the New York State Department of Labor ("NYSDOL") and is subject to change. No payments will be made without NYSDOL required documentation. A form meeting NYSDOL requirements (for the Contractor's optional use) may be found here:  
<https://www.labor.ny.gov/workerprotection/publicwork/PDFs/PW-12%20Contractor%20Payrolls%20Cert%20.pdf>
- L. Bidders are reminded that New York State Labor Law requires Contractors to **submit certified payrolls** indicating payment of Prevailing Wage Rates with **each invoice involving Article 8 labor**, prior to payment by the Owner. Under current New York State Labor Law it is not necessary to submit certified payrolls for Article 9 labor but Contractor is still required to maintain such payroll records as may be required in accordance with law.
- M. Attention is directed to New York State Labor Law Article 8 and/or 9 provisions governing the prevailing rates of wages for workers, mechanics and laborers who are employed for this Work, as applicable. The prevailing wage rates applicable to this project are referenced in the Contract Documents. The New York State Department of Labor may amend or supplement these rates from time to time and the Contractor will be responsible for compliance with such changes in rates during the Contract term and any extension thereof. All requests for rates for additional occupations or positions will be directed to the New York State Department of Labor. The Contractor is required to pay the prevailing hourly wage rates and supplements throughout the term of the Contract pursuant to New York State Labor Law. Contracts that run through a period with an update, or possibly multiple years of updates, should account for any increase in Prevailing Wage rates as **change orders due to increased Prevailing Wage rates will not be permitted.**
- N. The Contractor will submit supplier invoices for all equipment, parts and materials in excess of a \$100.00 aggregate per job invoice showing what the Contractor was billed for the items so that the Owner can confirm the percentage markup as submitted on the Contractor's quote. However, even if the Contractor supplies less than \$100.00 of parts, equipment, and materials per job, those items will still be itemized on the respective job invoice. Equipment, parts and materials are items incorporated into the Work. Supplies used to perform the Work (including, but not limited to: tools, ladders, rags, personal protective equipment) should be

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included in the Contractor's overhead calculations and reflected in the percentages bid for labor and equipment/parts/materials. No separate charges for supplies will be allowed.


O. Unless otherwise stated, manufacturer's or other warranties and all necessary data on materials or items furnished must also be included with each invoice.

P. Retained Percentage

1. If the Work under the contract requires one-hundred percent (100%) performance and payment security then, as further security for the faithful performance of the contract, the Owner will deduct, and retain until the final completion of the services invoiced, five (5%) percent of the value of services presented for payment in each progress payment application. Final completion will include but not be limited to Punchlist, warranties, submittals, and any other closeout requirements indicated in the Specifications.
2. If the Work under the contract does not require one-hundred percent (100%) performance and payment security then, as further security for the faithful performance of the contract, the Owner will deduct and retain until the final completion of the services invoiced, up to ten percent (10%) of the value of services invoiced presented for payment in each progress payment application. Final completion will include but not be limited to Punchlist, warranties submittals, and any other closeout requirements indicated in the Specifications.

Q. Withholding for Claims Against the Owner or the Contractor and the Owner

1. Notwithstanding the foregoing, and in compliance with applicable New York State laws and regulations, the Owner may withhold from any money due under the contract, a) the amount of any claims made by any person or entity (including but not limited to other contractors or Subcontractors), against the Owner, or against the Contractor and the Owner, as security against the claims or b) other amounts as permitted under New York State law or regulation. Withholding amounts subject to this Section include, but are not limited to:
  - a. claims involving an alleged loss, damage, injury, theft, or vandalism which, in the opinion of the Owner, may not be covered by insurance policies, or which, together with previously filed claims, is in excess of the amount payable under such policies;
  - b. claims involving an infringement of copyrights, patents or use of patented articles, tools, etc.;
  - c. damages claimed to have been caused directly or indirectly by the failure of the Contractor to perform the Work in strict accordance with the contract; or
  - d. any other amounts permissible under New York State law or regulation.
2. The Owner, in its discretion, may permit the Contractor to substitute other satisfactory security in lieu of the monies so withheld.
3. If an action on such claim is timely commenced and the liability of the Owner, the Contractor, or both, is established by a final judgment of a court of competent jurisdiction, or if such claim will have been

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admitted by the Contractor to be valid, the Owner will pay such judgment or admitted claim out of the monies retained by the Owner and return the balance, if any, without interest, to the Contractor.

4. If at any time before or within thirty (30) days after any services invoiced are completed and accepted by the Owner, notice as is described in the New York State Lien Law pertaining to public improvements, is filed by any person claiming to have performed any labor or furnished any material toward the performance or completion of the contract, the Owner will retain, from the monies due or to become due under the contract, the greater of the amount claimed in the notice or any greater percentage permitted under New York State Lien Law, together with the reasonable costs of any action or actions brought or that may be brought to enforce such lien. The Owner will hold the monies retained until the lien is discharged pursuant to law.


#### R. Payment Options

The Owner is able to offer the payment options listed below. The payment time in standard Owner contracts is typically 30 days for Public Improvement Projects and 60 days for all other contracts. Generally, the Owner is able to process payments more quickly than those stated timeframes. However, the options for payment choices below are listed in order of speed, with the P-CARD payment method being the quickest:

1. Purchasing Card (P-Card) – The Contractor is required to build overhead transaction costs into Bid pricing, no separate P-Card transaction charges will be permitted. If the selected method of payment is a credit card, then the Owner may issue the Contractor a “ghost” purchasing card number or provide credit card information to be charged. Monthly invoices must be sent to the respective department who you are in contract with for approval to charge the respective credit card.
2. Electronic Funds Transfer (EFT) via Automated Clearing House (ACH) – Please complete the form enclosed with this RFB/RFP
3. Check

#### S. Prompt Payment of Subcontractors

The Contractor will pay all Subcontractors and suppliers within seven (7) days of receipt of payment from the Owner (or such other time period as may be provided for by New York State law), representing the value of the Work performed and/or materials furnished by any Subcontractor and/or Supplier and reflecting the percentage of the Subcontractor's Work completed or the materials provided by Supplier and based upon the actual value of the Subcontract or Supplier invoice less an amount necessary to satisfy any claims, liens or judgments against the Subcontractor or Supplier which have not been suitably discharged and less any retained amount not in excess of the percentage requirements specified in subsection 8 (a) or (b) above.

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### **ADDITIONAL INFORMATION**

The County may require any or all Bidders to present additional evidence of experience, ability and financial standing as well as a statement as to the materials, equipment or personnel which the Bidder will have available for the performance of this Contract.

### **BASIS OF AWARD**

- A. The County may award a Contract to the lowest responsive and responsible Bidder. The County reserves the rights to waive any informality or to reject any and all Bids with or without resoliciting, if deemed to be in the best interest of the County.
- B. In the event of a two-way tie, Bidders will be notified of a coin toss to be held in the office of the Commissioner, Department of General Services, PO Box 218, 15 Matthews Street, Goshen, New York, 10924, the date and time to be determined as needed. The first alpha-order bidder, based on first letter of business entity name, will be asked to call the coin. In the event of a multiple tie, names of tied bidders will be placed in a hat by the Commissioner. First alpha-order bidder, based on first letter of business entity name, will draw the name. In the event there are no attendees for the coin toss or the draw, the coin toss or the draw will be conducted by the Commissioner and two (2) representatives of the County.


### **CONTRACT DOCUMENTS**

- A. Contractor agrees to execute a Contract in the form provided in this RFB or as may be modified in an addendum during the Questions period. Contractor's unwillingness to execute a Contract containing the terms and provisions set forth in the Contract provided in this RFB, as may be modified by addenda, may result in the Contractor's bid being declared non-responsive by the County.
- B. If this Bid is accepted, Bidder agrees to return an executed Contract in the form noted above, and all applicable insurance certificates, bonds and any other required forms within ten (10) business days of the date of the letter of transmitting Contract documents from the procuring department, failure to return all documentation in a timely manner may result in rescission of the award and the County moving to the next lowest responsive and responsible bidder.

### **ANTICIPATED RFB TIMELINE**

All dates are approximate and subject to change, unless otherwise noted. Any change(s) in the dates will be made by an addendum issued by the County.

Publication of RFB	August 4, 2021
Site Visits, if any	August 11, 2021 at 10:00 A.M.
Questions Due	August 16, 2021 by 3:00 P.M.
Bids Due	August 26, 2021 at 3:00 P.M.

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### **BIDDERS' CHECKLIST**

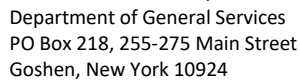
Unless otherwise noted below, one signed original and the number of copies specified in the Instruction to Bidders of each of the following items should be submitted in your Bid package. **It is NOT necessary to include a copy of the entire RFB in your Bid package, only the information required below:**

1. Bid Form
2. Separately sealed list of subcontractor and their pricing, if applicable (See Instructions to Bidders Item 4)
3. Iran Divestment Act Certification
4. Certificate of Experience, if applicable
5. Certificate of Equipment, if applicable
6. Non-Collusive Bidding Certification
7. Disclosure of Non-Responsibility Determinations (copy of instruction page not required)
8. Certificate of Incorporation, Authority, Partnership, Assumed Name (d/b/a), etc., as applicable to your business
9. Bid security and/or letter from your bank or surety, if required in the Instructions to Bidders section
10. Manufacturers' Warranties, if applicable
11. Samples, if applicable
12. Other information or materials (e.g. resumes, certifications) **ONLY AS REQUESTED** in this RFB
13. Supplier Forms (if you do not hold a current purchase order or Contract with the County)

Bidder(s) awarded a Contract agree(s) to execute the Contract in the same form as the template enclosed in this RFB and in the timeframe, if any, indicated in this RFB. Failure to reach agreement on Contract terms and conditions may result in rejection of a Bid, rescission of an award and/or retention of bid security by the County.


**THIS IS A SEALED BID PROCESS. ALL SUBMISSIONS MUST BE CLEARLY MARKED ON THE OUTSIDE PACKAGING WITH THE RFB TITLE AND NUMBER.**

**INSURANCE AND BONDS:** While not required in the Bid package, Bidders are reminded that Certificates of Insurance and Bonds evidencing compliance with the requirements of this RFB, as applicable, must be provided prior to execution of the Contract by the County. The number of days for submission stated in the Notice of Award may vary but it may be less than one business week, please be prepared. **FAILURE TO SUBMIT INSURANCE AND BOND DOCUMENTS MAY RESULT IN DISQUALIFICATION OF THE BIDDER AS NON-RESPONSIVE AND/OR THE COUNTY'S RETENTION OF BID SECURITY.**



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**BID FORM**

BUSINESS NAME:

CONTACT PERSON NAME:

ADDRESS:

TITLE:

EMAIL:

PHONE:

FEDERAL TAX ID: \_\_\_\_\_

D&B D-U-N-S: \_\_\_\_\_

FAX: \_\_\_\_\_

Does this business have a minority, women's, disadvantaged, or small business status? Yes No

If yes, please list the designation(s) and the certifying entity(ties): \_\_\_\_\_

The undersigned Bidder being experienced and responsible for the performance of the work described in **RFB-OC103-21 Boiler and Water Heater Replacement at 30 Harriman Drive, Goshen, NY** proposes to perform the work set forth herein and in accordance with the Technical Specifications for the same dated August 4, 2021 for the sum of:

1. \$\_\_\_\_\_ (Base Bid)

Alternate Pricing for Removal of Chiller and associated infrastructure (Please note: This should be the cost for just the additional work for the Chiller removal, NOT the cost of the additional Chiller work plus the Base Bid.)

2. \$\_\_\_\_\_ (Chiller Alternate)

3. \$ 15,000.00 \_\_\_\_\_ (Contingency)


4. \$\_\_\_\_\_ (Total Bid Price = Sum of Base Bid (Item 1) + \$15,000 Contingency (Item 3))

Total Bid Price in Words \_\_\_\_\_

The undersigned proposes to furnish and deliver the services described in this RFB and the responding Bid to the County, at the prices stated within the executed Contract. The individual submitting this Bid on behalf of his or her business certifies by his or her signature below that:

- he or she understands and has complied with the requirements of State Finance Law Sections 139-j and 139-k and will continue to do so throughout the restricted period;
- he or she has read and understood the full RFB cited above; and



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- he or she is duly authorized to submit this Bid on behalf of the business entity noted above.

Additionally, by submission of this RFB, the person signing on behalf of the business entity noted above certifies, and in the case of a joint quote each party thereto certifies as to its own organization, under penalty of perjury, that the business entity submitting this quote has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the New York State Labor Law.

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
NAME

\_\_\_\_\_  
TITLE

ADDENDA CONFIRMATION (Use this section only when an addendum/addenda were received for this RFB.)

Addenda #\_\_\_\_ - Received \_\_\_\_\_, 20\_\_\_\_ Initialed by person signing above \_\_\_\_\_

Addenda #\_\_\_\_ - Received \_\_\_\_\_, 20\_\_\_\_ Initialed by person signing above \_\_\_\_\_

Addenda #\_\_\_\_ - Received \_\_\_\_\_, 20\_\_\_\_ Initialed by person signing above \_\_\_\_\_

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**RFB: BOILER AND WATER HEATER REPLACEMENT, 30 HARRIMAN DRIVE, GOSHEN, NY****RFB-OC103-21****SUBCONTRACTOR BID PRICING**

In accordance with the Contract Documents, the Contractor will provide both the names and prices for any and all applicable subcontractors below, submitted in a **SEPARATE SEALED ENVELOPE** within the sealed bid.

**Please detach this page from the rest of the RFB and place it in a SEPARATE SEALED ENVELOPE within the sealed envelope containing the rest of your bid documents.**

Item	Description & Subcontractor Name	Amount
A.	Lump sum price for all of the HVAC subcontractor's work. Business Name of HVAC subcontractor:  _____	\$ _____
B.	Lump sum price for all of the Electrical subcontractor's work. Business Name of Electrical subcontractor:  _____	\$ _____
C.	Lump sum price for all of the Plumbing &/Gas Fitting subcontractor's work. Business Name of Plumbing &/Gas Fitting subcontractor:  _____	\$ _____
D.	Lump sum price for all of the _____ subcontractor's work. Business Name of subcontractor:  _____	\$ _____
E.	Lump sum price for all of the _____ subcontractor's work. Business Name of subcontractor:  _____	\$ _____
F.	Lump sum price for all of the _____ subcontractor's work. Business Name of subcontractor:  _____	\$ _____
G.	Lump sum price for all of the _____ subcontractor's work. Business Name of subcontractor:  _____	\$ _____

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**RFB:- BOILER AND WATER HEATER REPLACEMENT, 30 HARRIMAN DRIVE, GOSHEN, NY****RFB-OC103-21****CERTIFICATE OF EXPERIENCE (References)**

I, \_\_\_\_\_, hereby certify that \_\_\_\_\_

(Print Signer's Name)

(Bidder – Company Name)

has performed work for the following entities within the last number three (3) years.

NAME OF BUSINESS: \_\_\_\_\_ CONTACT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

AMOUNT OF CONTRACT: \_\_\_\_\_ TELEPHONE NO.: \_\_\_\_\_

TYPE OF WORK: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

NAME OF BUSINESS: \_\_\_\_\_ CONTACT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

AMOUNT OF CONTRACT: \_\_\_\_\_ TELEPHONE NO.: \_\_\_\_\_

TYPE OF WORK: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

NAME OF BUSINESS: \_\_\_\_\_ CONTACT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

AMOUNT OF CONTRACT: \_\_\_\_\_ TELEPHONE NO.: \_\_\_\_\_

TYPE OF WORK: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

**ATTACH ADDITIONAL PAGES IF MORE THAN 3 REFERENCES ARE REQUIRED BY THE RFB**

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_

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**RFB:- BOILER AND WATER HEATER REPLACEMENT, 30 HARRIMAN DRIVE, GOSHEN, NY****RFB-OC103-21****CERTIFICATE OF EQUIPMENT**

I, \_\_\_\_\_, hereby certify that \_\_\_\_\_  
(Print Signer's Name) (Bidder – Company Name)

will provide all of the equipment necessary for the execution of the work specified in this RFB. The equipment that will be available for the execution of this Contract is listed below. Any material changes to the equipment described below must be approved by the Commissioner of the Department of General Services, or designee:


Type	Make	Model No.	Year

BY \_\_\_\_\_

DATE \_\_\_\_\_

TITLE \_\_\_\_\_

**IMPORTANT: THIS FORM MUST BE FILLED IN BY BIDDER  
(ATTACH ADDITIONAL SHEETS AS NECESSARY)**

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### **NON-COLLUSIVE BIDDING CERTIFICATION**

- (a) 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 to the best of knowledge and belief:
- (1) The prices in this Bid have been arrived at independently without collusion, consultation communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor.
  - (2) Unless otherwise required by law, the prices which have been quoted in this Bid 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 Bid for the purpose of restricting competition.
- (b) A Bid shall not be considered for award nor shall any award be made where (a)(1)(2) and (3) above have not been complied with; provided however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the Bid a signed statement which sets forth in detail the reasons therefor. Where (a)(1)(2) and (3) above have not been complied with, the Bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the Bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a Bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being Bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

Any Bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate Bidder for work or services performed or to be performed or goods sold or to be sold, where competitive Bidding is required by statute, rule, regulation, or local law, and where such Bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of directors of the Bidder, and such authorization shall be deemed to include the signing and submission of the Bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.


\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
BUSINESS NAME

\_\_\_\_\_  
NAME

\_\_\_\_\_  
TITLE

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### **Instructions for Completing the Disclosure of Prior Non-Responsibility Determinations**

#### **Background:**


New York State Finance Law §139-k(2) obligates a Governmental Entity to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. In accordance with State Finance Law §139-k, an Offerer must be asked to 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. The terms “Offerer” and “Governmental Entity” are defined in State Finance Law § 139-k(1). 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 (for example, contacting a person or entity other than the designated contact person, 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 an Offerer 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 Offerer 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 Offerer is necessary to protect public property or public health safety, and that the Offerer is the only source capable of supplying the required Article of Procurement within the necessary timeframe. See State Finance Law §§139-j (10)(b) and 139-k(3).

#### **Instructions:**

The County of Orange includes this disclosure request regarding prior non-responsibility determinations in accordance with State Finance Law §139-k in its solicitation of proposals or bid documents or specifications or contract documents, as applicable, for Procurement Contracts. The attached form is to be completed and submitted by the individual or entity seeking to enter into a Procurement Contract, Supplement or Change Order. It shall be submitted with your bid or proposal to the County agency conducting the Governmental Procurement.

This document must accompany each Bid Form, Letter of Interest, or Bid submitted by all Offerers.

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**DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS**

(See instructions on next page before completing this form.)

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

\_\_\_\_\_

Address: \_\_\_\_\_

Name and Title of Person Submitting this Form: \_\_\_\_\_

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle):      No      Yes

**If Yes, please answer the next questions:**

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle):  
No      Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle):      No      Yes

4. **If you answered yes to any of the above questions,** please provide details regarding the finding of non-responsibility below and attach additional pages as necessary.

Governmental Entity: \_\_\_\_\_

Date of Finding of Non-Responsibility: \_\_\_\_\_

Basis of Finding of Non-Responsibility: \_\_\_\_\_

\_\_\_\_\_

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle):      No      Yes

6. **If yes, please provide details below and attach additional pages as necessary.**

Governmental Entity: \_\_\_\_\_

Date of Termination or Withholding of Contract: \_\_\_\_\_

Basis of Termination or Withholding: \_\_\_\_\_


\_\_\_\_\_

Offerer certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

By: \_\_\_\_\_

Signature

Date: \_\_\_\_\_

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### **IRAN DIVESTMENT ACT CERTIFICATION**

The Iran Divestment Act of 2012 ("Act"), Chapter 1 of the 2012 Laws of New York, added State Finance Law (SFL), §165-a and General Municipal Law §103-g, effective April 12, 2012. Under the Act, the Commissioner of the New York State Office of General Services ("OGS") developed a list ("Prohibited Entities List") of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). In accordance with SFL § 165-a(3), the Prohibited Entities List may be found on the OGS website at

<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>.

Pursuant to General Municipal Law §103-g, by signing below, Bidder certifies as true under the penalties of perjury that:

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 to the best of its knowledge and belief that each Bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

A Bid shall not be considered for award nor shall any award be made where the certification has not been made, provided, however, that if in any case the Bidder cannot make the certification, the Bidder shall so state and shall furnish with the Bid a signed statement which sets forth in detail the reasons therefor. The County may award a contract to a Bidder who cannot make the required certification on a case-by-case basis if:

- (1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the person has adopted, publicized, and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
- (2) The County makes a determination that the goods and services are necessary for the County to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

During the term of the Contract, should the County receive information that a person is in violation of the above-referenced certifications, the County will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act, within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the contractor in default.

The County reserves the right to reject any bid, proposal, contract or request for assignment for an entity that appears on the Prohibited Entities List prior to the award or execution of a contract or any renewal thereof, as applicable, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities List after contract award.

\_\_\_\_\_  
DATE


\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
BUSINESS NAME

\_\_\_\_\_  
NAME

\_\_\_\_\_  
TITLE



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**DISCLOSURE OF CONTRACTOR-SUBCONTRACTOR AND  
SUBSTANTIALLY OWNED-AFFILIATED ENTITY RELATIONSHIPS**

Effective March 18, 2018, New York State General Municipal Law §103(1-c) and New York State Labor Law §220-b declares contractors, subcontractors and any "substantially owned-affiliated entities" who have been debarred for violations under the federal Davis Bacon Act, pursuant to 40 U.S.C. 3144; the Copeland Act, pursuant to 18 U.S.C. 874 and 40 U.S.C. 3145; or the Contract Work Hours and Safety Standards Act, pursuant to 40 U.S.C. 332; ineligible to bid on or be awarded low bid contracts.

New York State Labor Law §220(5)(g) defines a Substantially Owned-Affiliated Entities to mean:

"...the parent company of the contractor or subcontractor, any subsidiary of the contractor or subcontractor, or any entity in which the parent of the contractor or subcontractor owns more than fifty percent of the voting stock, or an entity in which one or more of the top five shareholders of the contractor or subcontractor individually or collectively also owns a controlling share of the voting stock, or an entity which exhibits any other indicia of control over the contractor or subcontractor or over which the contractor or subcontractor exhibits control, regardless of whether or not the controlling party or parties have any identifiable or documented ownership interest. Such indicia shall include, power or responsibility over employment decisions, access to and/or use of the relevant entity's assets or equipment, power or responsibility over contracts of the entity, responsibility for maintenance or submission of certified payroll records, and influence over the business decisions of the relevant entity."

For a bid to be considered, and to enable the County to perform the required due diligence on potential bidders to determine if they are eligible and therefore responsive, all bidders must disclose all Contractor-Subcontractor relationships that would be involved in the performance of any contract awarded under this RFB, as well as any Substantially Owned-Affiliated Entities of the bidder (i.e. Contractor) and all subcontractor(s), if any.

Please list the legal name of the Bidder/Contractor, any Subcontractor(s), and any Substantially Owned-Affiliated Entities, in addition, please also include any "doing business as" name for each of the foregoing, and describe the nature of the relationship (e.g. bidder/contractor, subcontractor, owns 60% of voting stock of contractor, shareholder of subcontractor, partner of contractor, etc.). Attach additional sheets, if necessary.

Entity Name: \_\_\_\_\_

Nature of Relationship: \_\_\_\_\_

\_\_\_\_\_

Entity Name: \_\_\_\_\_


Nature of Relationship: \_\_\_\_\_

\_\_\_\_\_

Entity Name: \_\_\_\_\_

Nature of Relationship: \_\_\_\_\_

\_\_\_\_\_

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### **INFORMATION SHEET**

The questions asked on this Information Sheet are voluntary. It is not necessary to complete this section of this RFB. Filling out this sheet does not change your chances of a Bid award in any respect. By completing this form, you will be helping the County track trends that we believe to be of importance. The information collected will NOT be used to compile mailing lists, and will not be used to contact you. It will also not be sold. The information collected may be used to generate reports showing historical data with regard to the County's purchasing process.

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_

In what county are the primary operations of this business conducted?

\_\_\_\_\_

Business type (Sole Proprietorship, Corporation, LLC, etc.) \_\_\_\_\_

Does this business have a minority, women's, disadvantaged, or small business status?    Yes    No

If yes, please list the designation(s) and the certifying entity(ties) \_\_\_\_\_

\_\_\_\_\_

How many individuals does this business employ? \_\_\_\_\_

Have you conducted business with the County before?                      Yes      No

How did you discover this Bid opportunity? \_\_\_\_\_

Do you use the Empire State Purchasing Group Website (BidNet)?                      Yes      No

If Yes, do you find it useful (explain) or if No, why?

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Please list any other comments or suggestions pertaining to doing business with Orange County.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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**RFB:- BOILER AND WATER HEATER REPLACEMENT, 30 HARRIMAN DRIVE, GOSHEN, NY****RFB-OC103-21****NON-BIDDER'S RESPONSE**

BUSINESS NAME: \_\_\_\_\_

For the purpose of facilitating your firm's response to our Request for Bids, the County of Orange is interested in ascertaining reasons for prospective Bidders' failure to respond to Requests for Bids. If your firm is not responding to this RFB, please indicate the reason(s) by checking any appropriate item(s) below and faxing it to the Department of General Services at (845)291-2797 or mailing it to the above address.

We are **not** responding to this RFB for the following reason(s):

- ☐ We do not offer this product or service.
- ☐ We are unable to meet the specifications.
- ☐ Specifications are inapplicable (too vague, too rigid, etc.) or not understandable.
- ☐ We are unable to meet your bond requirements.
- ☐ Insufficient time allowed for preparation of Bid.
- ☐ Incorrect address used or our branch/division does not handle this type of Bid.  
Correct name and mailing address is:

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- ☐ Other reason(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_