



PURCHASING DEPARTMENT

COUNTY OF STEUBEN

3 EAST PULTENEY SQUARE
BATH, NEW YORK 14810-1510
(607) 664-2484

LEGAL NOTICE

The Human Services and Health & Ed Committee of the Steuben County Legislature and the Steuben County Commissioner of Social Services will receive sealed bids per specifications for Residential Heating Systems; document #GC-17-037-B.

Bid documents are available at the Steuben County Purchasing Department, 3 East Pulteney Square, Bath, New York 14810. Telephone number: 607-664-2484. These documents are also available on the Steuben County website, www.steubencony.org.

Interested parties assume all responsibility to acquire bid information and forms.

Bids to be considered must be submitted on Steuben County bid forms and delivered in a sealed opaque envelope to the Purchasing Department until 1:30 P.M. local time on Thursday, September 21, 2017, at which time bids will be opened and read publicly. Late proposals shall not be considered.

Dated: August 31, 2017

Andrew G. Morse
Director of Purchasing

GENERAL TERMS AND CONDITIONS

1. **Scope:**

The County of Steuben requires a continuous supply of various types of residential furnaces for the administration of the Steuben County Department of Social Services HEAP program.

It is the intent of the County to contract with contractor(s) and to establish bid prices for the specified furnaces throughout the stated term. The intent of the program is to provide assistance to individuals with heating emergencies.

It is necessary to award furnace bids to the first and second low contractors to ensure immediate availability of the specified furnace units when heating emergencies occur. The Department of Social Services is under contract with ProAction of Steuben and Yates County for installation of the furnace units.

2. **Acquisition of Bid Documents:**

a. Bid documents are available, as of this date, at the Steuben County Purchasing Department, 3 East Pulteney Square, Bath, New York. The office is open Monday – Friday, 8:30 A.M. – 4:30 P.M., except holidays. Telephone number 607-664-2484. These documents are also available on the internet; Steuben County website at www.steubencony.org.

b. Each contractor bears sole responsibility for acquisition of bid documents. Request for bid documents to be forwarded is neither a guarantee nor an incurred obligation on the part of Steuben County to ensure contractor's receipt of bid documents; timely or otherwise.

c. Receipt of these bid documents, unsolicited or otherwise, shall not be construed a pre-determination of contractor's qualifications to receive a contract award. Nor shall said receipt of these bid documents be interpreted an endorsement that the contractor's equipment, materials, products, and/or services are in compliance with the bid specifications.

3. **Document Number:**

Relevant award(s), contract(s), agreement(s), correspondence, etc. shall reference the assigned document number.

It shall be understood by all interested parties that unless amended by, and only to the extent amended by, the Commissioner of Social Services or the Director of Purchasing, this document (as well as all requirements set forth herein) shall become an integral component of any and all relevant contract(s)/purchase order(s)/agreement(s).

4. **Examination, Interpretation, Correction of Bid Documents:**
Each contractor shall examine all bid documents and judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to this bid solicitation shall be in writing and submitted to the Purchasing Department (Reference: contact personnel clause) at least three (3) days prior to the scheduled bid opening. The County shall not be responsible for oral interpretations given by any county employee, representative or others. The issuance of written addendum/addenda is the only official method whereby interpretation, clarification or additional information can be given.
5. **Bid Prices:**
Prices bid for these items shall be firm for a period of one (1) year. Items not individually listed in the bid shall be available from the contractor(s) at the same rate of discount from catalog pricing as offered on other items.
6. **Contract Term:**
One (1) year from date of award.
7. **Project Manager:**
Lisa Baker, Steuben County Department of Social Services, 3 East Pulteney Square, Bath, New York 14810. Telephone number: 607-664-2000, Ext. 2100.
8. **Minimum Acceptable Standards:**
As described in the specification/proposal sheet.
9. **Requirements:**
 - a) Prevailing Law - To all interested parties – any and all requirements specified herein notwithstanding, it is Steuben County’s intent that, in all instances and under any circumstance, the law of the land shall be in force. Steuben County does not knowingly request nor does it knowingly authorize action(s) which are contrary to the laws, regulations, mandates and all such statutes which are in force at any time during the term of any contract awarded as a result of this bid solicitation. Laws, regulations, mandates and all such statutes as promulgated by authorized government entities shall prevail.
 - b) Requirements – It shall be understood and agreed by all interested parties that, unless amended (specifications modified and/or waived) by Steuben County, and only to the extent amended by the County, any and all information contained in this bid document is to be considered an essential component of the bid document and subsequent contract(s) and that the bid document as published or amended represents the requirements acceptable to Steuben County.

However, any and all requirements specified herein notwithstanding, it shall be understood and agreed by all interested parties that the following shall apply: Steuben County reserves as its right, the right to amend (modify and/or waive) specifications where such amendment; does not alter the essential nature and/or performance (the form, function, and utility) of the equipment, product, or service; encourages the proffer of equivalent equipment, product, or service from interested contractors and manufacturers.

- c) Unless amended (specifications modified and/or waived) by the County, and only to the extent amended by the County, this document (all information, terms and conditions, requirements, specifications, and addendum/addenda) shall prevail. If amended, said document as amended shall prevail.

Award of a bid shall not be construed as approval, by the County, for the contractor to deviate from this document; regardless of whether said deviation(s) is stated in the contractor's attachment(s) to its bid.

Further, the County shall not be bound by the contents and language expressed in the contractor's bid attachment(s) to its bid; including any attachment(s) submitted to the contractor by manufacturers, sub-contractors, suppliers, and other parties.

10. **Preparation of Bid Documents:**

Bids must be submitted on the forms provided in the bid documents and prepared in the following manner:

- a) All bid forms shall be legibly completed using a permanent medium (e.g. ink, typewriter, laser printer, etc.).

If the submittal of unit price(s) is a requirement, said unit price(s) shall prevail.

All mathematical functions (extensions, additions, etc.) are subject to audit.

In the event of a discrepancy between the price in words and that in figures, the lower price shall be considered the price bid.

Each price bid shall be expressed as a numerical dollar value; indicators such as ditto marks, arrows, etc. are not acceptable.

- b) All forms requiring the contractor's signature shall be signed by the contractor or the contractor's authorized representative. Erasures and/or

alterations shall be initialed by the individual whose signature appears on the bid forms.

- c) The contractor shall submit the bid in accordance with the bid documents and shall not make any changes in the wording of the bid forms or make any stipulations or qualify the bid in any manner.
- d) Unless otherwise specified by Steuben County, all bids are required to be: FOB destination, freight allowed. Destination to be designated by the County.
- e) All bids shall be firm for a period of forty-five (45) days from the bid opening date; during which time the County shall render its decision.

11. **Non-Collusive Bidding Clause and Certificate:**

- a) Clause – By submission of this bid, each contractor and each person signing on behalf of any contractor 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 contractor 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 contractor and will not knowingly be disclosed by the contractor prior to opening, directly or indirectly, to any other contractor or to any competitor; and
 - 3. No attempt has been made or will be made by the contractor to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- b) The contractor shall submit a signed and dated Non-Collusive Bidding Certificate with its bid which is included in this bid document. Said certificate is mandated by Section 103-d of the General Municipal Law.

12. **Hold Harmless Clause and Form:**

Clause-The agent shall at all times defend, indemnify and hold harmless the County of Steuben and its employees from any and all claims, damages or judgments or for the defense or payment thereof, based on any claim, action or cause of action whatsoever, including any action for libel, slander, or personal

injury, or any affiliated claims, by reason of any act or failure to properly act on the part of agent and in particular as may arise from the performance under this contract. Such obligation to the County shall not be construed to negate, abridge or reduce other rights of indemnity which would otherwise exist. This provision shall supersede any other provision in this agreement deemed to be in conflict, unless specifically stated otherwise. In the event of an injury by the subcontractor or its employees, they shall cause notice to be served upon the County within twenty-four (24) hours of any such injury.

The contractor shall submit a signed and dated Hold Harmless Clause form with its bid, which is included in this bid document.

13. **Iranian Energy Sector Divestment Certification:**

Contractor hereby represents that said contractor is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment".

By submission of this bid, each contractor and each person signing on behalf of any contractor 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 contractor is not on the list created pursuant to NYS Finance Law Section 165-a(3)(b).

The contractor shall submit a signed, notarized and dated Iranian Energy Sector Divestment Certification with its bid.

Said certificate is mandated by Section 103-g of the General Municipal Law. Reference the Iranian Energy Sector Divestment Certificate form included in this bid document.

14. **Required Insurance(s) and OSHA Training:**

a) This bid document includes an information sheet entitled: STEUBEN COUNTY STANDARD INSURANCE REQUIREMENTS AND CERTIFICATE OF NYS WORKER'S COMPENSATION INSURANCE COVERAGE. These requirements establish the minimum insurance(s) which the contractor(s) shall have in effect prior to entering into a contract to do business with Steuben County. Said insurance(s) are required to remain in effect throughout the term of the contract(s). In the event that the contractor's insurance lapses during the term of the contract, the County reserves, as its right, the right to cancel the contractor's contract(s) and to purchase the contracted product(s)/service(s) on the open market; with any increase in cost(s) to Steuben County being charged to the contractor. Credit shall not be issued to the contractor where open market cost(s) to the County are less than the cost(s) contracted with the contractor.

- b) Additional Insured, Certificate Holder, and Bid Document Number - Steuben County shall be named as an "Additional Insured" for purposes of coverage on a direct, primary, and non-contributory basis in the contractor's policy for all intents and purposes of contract(s) issued as a result of an award of this bid. Additional Insured shall read – Steuben County, 3 East Pulteney Square, Bath, NY 14810.

Certificate Holder shall read – Steuben County, 3 East Pulteney Square, Bath, NY 14810.

The bid document number and the bid title shall be referenced in the description... / additional comments section of the Certificate of Insurance form.

- c) Each contractor shall submit an original of its Certificate of Insurance and NYS Worker's Compensation Insurance Coverage form (which indicates the contractor's compliance with the above sections) to the following: Steuben County Department of Social Services, 3 E. Pulteney Square, Bath, New York 14810.
- d) The Certificate of Insurance and NYS Worker's Compensation Insurance Coverage form must be approved by the Steuben County Risk Manager prior to the contractor's acting on and/or performing any of the obligations it incurred as a result of the award and/or contract.
- e) Self-employed persons must carry such Worker's Compensation coverage as directed by the Steuben County Risk Manager.
- f) Workers' Compensation Insurance Exemption— Contractors claiming to be exempt from the requirement to carry/provide Workers' Compensation Insurance shall submit a fully executed CE-200 form; the form to be complete, notarized, and stamped as received by the New York State Workers' Compensation Board.
- g) OSHA Training— Wherein a contractor and Steuben County are both parties to a contract involving a public works project with an aggregate dollar value of two hundred and fifty thousand dollars (\$250,000.00) or more; said contract shall be understood, by all parties, to include "the provisions that all of the contractor's and sub-contractors laborers, workers, and mechanics shall be certified as having successfully completed a ten (10) hour OSHA approved course in construction safety and health." Such requirement having been mandated by the New York State Laws of 2007, chapter 282.

In those instances where a bid submittal is required, said certification(s) shall be included with the contractor's submittal. The contractor shall not allow participation in the contracted work by its non-certified staff; i.e. all of the contractor's non-certified laborers, workers, and mechanics.

15. **Sales Tax Exemption:**

The County is exempt from payment of sales and compensating use taxes of the State of New York and of cities and counties within the State of New York.

16. **NYS Labor Law; Prevailing Wage and Supplements:**

a) The attention of each and all contractors is directed to Articles 8 and 9 of the New York State Labor Law in general, but also specifically with regard to – Prevailing Wage and Supplements. Steuben County does, in good faith, identify those projects/services it believes to be – Prevailing Wage and Supplements projects/services. The failure of Steuben County to accurately assess the wage status of a particular project/service shall not relieve the awardee of its responsibility to perform in accordance with the above referenced articles. Interested parties are directed to contact the NYS Department of Labor, Binghamton District Office at (607) 721-8005 for a determination of project/service status.

b) All interested parties (including, but not limited to, contractors, and sub-contractors) shall note, understand and comply with the following:

In the event the New York State Department of Labor amends the Prevailing Wage Rate Schedule applicable to contracts entered into as a result of an award of this bid solicitation document, said interested party(ies) that are required to pay Prevailing Wages and Supplements shall be required to pay said Prevailing Wages and Supplements in accordance with the most current, applicable Prevailing Wage Rate Schedule in effect at the time the work is performed.

c) The General Provisions of Laws Covering Workers; NYS-DOL requires as follows:

“Every contractor and subcontractor shall submit to the Department of Jurisdiction (i.e. Steuben County), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The Department of Jurisdiction (i.e. Steuben County) shall receive and maintain such payrolls.” As provided for, by the above referenced provisions, Steuben County is authorized to withhold payment(s) to contractors who are not in compliance with all NYS Department of Labor Law(s); with specific attention to Articles 8 and 9. Therefore, Steuben

County shall withhold payment(s) to contractors who have not submitted the initial "certified payroll" and the periodic certified payroll(s) as required herein.

17. **Wicks Law Projects under \$500,000:**

Pursuant to Section 101 of the General Municipal Law, contractors on a public works contract, where the preparation of separate specifications is not required, shall submit with its bid a separate sealed list that names each subcontractor that the contractor will use to perform work on the contract, and the agreed-upon amount to be paid to each, for: (a) plumbing and gas fitting, (b) steam heating, hot water heating, ventilation and air conditioning apparatus and (c) electric wiring and standard illuminating fixtures. After the low bid is announced, the sealed list of subcontractors submitted with such 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 public owner, upon showing presented to the public owner of legitimate construction need for such change, which shall be open to public inspection. Legitimate construction need shall include, but not to be limited to, a change in project specifications, a change in construction material costs, a change to subcontractor status as determined pursuant to paragraph (e) of subdivision two of section two hundred twenty-two of the labor law, or the subcontractor has become otherwise unwilling, unable or unavailable to perform the subcontract. The sealed lists of subcontractors submitted by all other contractors shall be returned to them unopened after the contract award.

18. **Equivalents:**

Where, in the bid documents, one certain kind, type, brand, technology or product manufacturer is named, it shall be regarded as the required standard of quality. It is not meant to exclude competition in any way. Similar equipment, products, or service, which are equal in quality, performance, compatibility and equally adaptable for the intended purposes, as determined by the County, and are submitted as specified in the bid documents, will be considered and may be accepted. The decision of the County as to equal will be final.

19. **Supportive Documentation:**

In addition to specifications stated herein, all equipment/material/products/services shall meet or exceed current standards of the industry. All technical tolerances, ratings, power outputs or any technically specified criteria contained within these specifications are considered to be within the current state of the art and are currently being met by commercially available equipment/material/products/services. The fact that a manufacturer chooses not to produce equipment/material/products to meet these specifications shall not be considered sufficient cause to adjourn these specifications as restrictive. Contractors shall offer the equipment/material/products/services which comes

closest to meeting these specifications. Where deviation(s) from the specifications contained herein is necessary, the contractor shall note such deviation(s). Contractor shall include supportive documentation that clearly indicates the equipment/material/products/services they bid is equivalent to that specified herein. Failure to detail all such deviations will comprise sufficient grounds for rejection of the entire bid.

20. **Protection from Claim Against Or Equal:**

In the event of any claim concerning or relating to the issue of equal or better or equal", the contractor agrees to hold the County of Steuben free and harmless from any and all claims for loss or damage arising out of this transaction for any reason whatsoever. The County is to be free and harmless for any and all legal fees and court costs.

21. **Addendum/Addenda:**

If an addendum has been issued prior to the County's receipt of bids; Steuben County shall attempt to notify potential contractors known to have received the bid documents and whose contact information is on file with the County. Steuben County does not ensure the potential contractor's receipt of addendum. It shall be the responsibility of each contractor, prior to submitting its bid, to contact the Director of Purchasing (607) 664-2484, to determine if an addendum has been issued.

Addendum shall be available for review and/or copy at the Purchasing Department, Room No. 217 of the Steuben County Office Building located in Bath, New York.

It is a requirement that the contractor sign, date, and include the addendum with its bid submittal. Failure to do so may result in rejection of bid.

22. **Multiple/Alternate Bid Submittal(s):**

For those contractors intending to submit multiple/alternate bids in response to this bid solicitation; the contractor is required and shall submit a completed bid documents packet for each bid submitted. Note: However, if there is a bid surety requirement, one (1) bid surety instrument, written for the highest required amount, shall suffice.

23. **Submittal of Bid(s):**

a) For each bid it submits, the contractor shall submit two (2) sets of its bid; including all required documents (e.g. signed clauses, statements, forms, bonds, insurance, manufacturer's specifications, etc.)

-One (1) set shall be stamped (or otherwise indicated) as being the "ORIGINAL." Information in this set shall prevail.

-One (1) set shall be stamped (or otherwise indicated) as being the "DUPLICATE" or "COPY."

- b) Requirements for addressing the bid submittal envelope:
The bid shall be submitted in a sealed opaque envelope marked on the outside with: the contractor's name and address and the designation: "Sealed Bid: Residential Heating Systems".

The envelope shall be addressed to Andrew G. Morse, Director of Purchasing, Steuben County Office Building, 3 E. Pulteney Square, Bath, New York 14810.

- c) Bids shall be received at the Purchasing Department at the time specified, at which time bids shall be opened and read publicly.
- d) Facsimile transmitted bids are *not* acceptable and shall be rejected.
- e) Security procedures are in effect at the Steuben County Office Building. Interested parties, especially contractors who intend to hand deliver bids and/or conduct business with the Steuben County Purchasing Department should allow sufficient time for any delay which may arise as a result of security procedures. To be considered delivered on time a bid submittal must be received at the Purchasing Department by the appointed hour.

24. **Late Bids:**

Contractors shall bear sole responsibility for the delivery of their bid in a timely manner. Reliance upon the U.S. Postal Service or other carriers is at the contractor's risk. Late bids shall not be considered and shall be returned unopened.

25. **Right of County to Seek Clarification, Accept or Reject Bid(s), etc.:**

Steuben County reserves as its right, the right to require clarification from contractors for the purpose of assuring a full understanding of the contractor's responsiveness to the solicitation requirements.

Steuben County reserves as its right; the right to accept or reject any and all bids (or separable portions thereof), the right to waive irregularities and technicalities, and the right to request resubmittal of bids (re-bid).

26. **Civil Rights:**

The County of Steuben, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 and New York State Labor Law; Article 8 - Public Work, Section 220e hereby notifies all contractors that it will affirmatively ensure that

any contract awarded as a result of this bid solicitation will be awarded without discrimination on the grounds of race, color, sex or natural origin.

27. **Award of Bid:**

For the purposes of this bid and subsequent award(s), it is intended that award(s) be made to the first and second lowest intoto price bid on a line item basis.

- a) Award(s) shall only be made to bids submitted by qualified, responsive, and responsible contractors who sufficiently meet the terms, conditions, and specifications stated herein. However, under all circumstances and all statements to the contrary notwithstanding, Steuben County reserves as its right, the right to determine award(s) in accordance with the best interest of Steuben County.
- b) Award of bid is not made at the bid opening. All bids are subject to final review and acceptance by the appropriate committee(s) of the Steuben County Legislature before any award may be made. Receipt of bids by the County shall not be construed as authority to bind the County.

28. **Executory Clause:**

Steuben County shall have no liability under any contract or contracts to any contractor or to anyone else beyond funds appropriated and available for the purposes of this bid document and resultant contract(s).

29. **Assignability:**

The contractor shall not assign, transfer, convey, sub-contract, sublet or otherwise dispose of all or portions of the contract (and/or work to be performed as a result of the contract) or its right, title or interest therein, or its power to execute such contract, or its responsibility therein to any other person, company or corporation, without the prior written consent of the Commissioner of Social Services or the Steuben County Human Services and Health & Ed Committee.

30. **Authorized Purchase(s):**

The County's assumption of responsibility for any and all purchases made on its behalf is in the form of a purchase order which is numbered, dated, complete and bears the signature of the Director of Purchasing or other official; as designated by the Steuben County Legislature. Steuben County shall not be responsible for unauthorized purchases.

31. **Contractor's Failure to Comply:**

The contractor's failure to perform in compliance with the bid award shall result in a withholding of payment. The payment shall be withheld until such time as the contractor fulfills its responsibilities. Compliance shall be determined by and to the satisfaction of Steuben County. Such action would not necessarily

preclude further initiatives on the part of Steuben County to protect and preserve its interests.

32. **Sufficient Inventory, Equipment, and Staff:**

Contractor is required to have sufficient inventory, equipment and staff available and/or have guaranteed access to sufficient inventory, equipment and staff to fulfill its responsibility as a result of receiving the bid award.

Failure of the contractor to fulfill its responsibility shall be sufficient cause for and entitle Steuben County to: (a) damages, and/or (b) purchase the contracted product(s)/service(s) on the open market; with any increase in cost(s) to Steuben County being charged to the contractor. Credit shall not be issued to the contractor where open market cost(s) to the County are less than the cost(s) contracted with the contractor.

33. **Cancellation of Contract:**

Steuben County reserves, as its right, the right to cancel the contract(s) resulting from an award of this bid solicitation at any time during the contract period, without penalty to Steuben County and without stated reason, by delivering a written ten (10) day notice of intent to the contractor(s) or its representative(s). Said notification mailed to the contractor or its representative via the US Postal Service; First Class Mail shall be considered sufficient and delivered.

34. **Standard(s):**

It shall be understood by all parties that; Where in this bid document, compliance with a certain standard (or standards) is required, the contractor shall be required to comply with said standard(s) in its most recent revised form; i.e. the most current revision. The term standard(s) shall include, but is not limited to, all laws, mandates, regulations, etc. established by government bodies, as well as established industry and professional standards.

The following are by way of example only and shall not be considered all-encompassing:

<u>Standard:</u>	<u>Established by:</u>
ASTM	American Society for Testing Materials
ANSI	American National Standards Institute
US-EPA/Federal EPA	United States Environmental Protection Agency
NYS DOT	New York State Department of Transportation

Regardless of whether or not standards are specified herein, it shall be deemed a requirement that all contractors adhere to the most current government, industry and professional standards; regardless of whether those standards are established via dictum or common practice.

35. **Contractors List:**
A contractors list shall not be made available prior to the bid opening.

36. **Contact Personnel:**
Questions, concerns, and/or requests for clarification should be directed to:
Andrew G. Morse, Director of Purchasing; telephone (607) 664-2484.

GENERAL INFORMATION AND REQUIREMENTS

1. **Quantity(ies):**
Quantities shall be on an as-needed basis as heating emergencies occur.
2. **Price Bid:**
This document solicits pricing for a continuous supply of various types of residential furnaces for the administration of Steuben County Department of Social Services HEAP Program.
3. **Prevailing Wage and Supplements:**
The contractor shall be required to pay Prevailing Wage and Supplements in accordance with NYS Labor Law Articles 8 and/or 9; prevailing wage rate schedule PRC# may be requested from the Purchasing Department.
4. **Standards, Codes, and Laws:**
All materials and all work performed to complete the project(s) specified herein, shall comply with all applicable standards, codes, laws, rules, and regulations; including, but not limited to, those promulgated by OSHA, MSHA.
5. **Title:**
The contractor shall furnish the County with a free and clear title to the equipment at the time of delivery.
6. **Manufacturer(s):**
The manufacturer shall be a company recognized within the industry as an experienced, reliable, and competent producer of the category of equipment specified herein.
7. **Product Information and Literature:**
The bid shall include:
 - a) A complete description of the proposed equipment; including, but not limited to, the following information: manufacturer, model, year.
 - b) Manufacturers' literature and specification sheets; supporting documentation which clearly indicates the proposed equipment is in compliance with bid specifications.
8. **Instruction/Staff Training:**
The contractor shall provide designated County personnel with on-site instruction/training in the proper operation and maintenance of the equipment. Said instruction/training shall be for a period of time up to one (1) hour for maintenance personnel and including the option of technical assistance

telephone calls after the training period. Said instruction/training shall be conducted at a time(s) and date(s) acceptable to Steuben County.

9. **Delivery:**

- a) The equipment purchased as a result of an award of this bid solicitation shall be delivered after the County's issuance of a purchase order.
- b) All deliveries shall be made F.O.B. ordering department or agency receiving room within the time frame specified.
- c) All delivered items shall be packed in suitable containers standard to the trade and in full conformance with all existing health and sanitation regulations governing such deliveries.
- d) An itemized delivery ticket shall be presented to the ordering department or agency with each delivery.
- e) All responsibility, liability and cost associated with the delivery of the equipment shall be borne by the contractor.

10. **Not a Requirements Contract:**

Any contracts resulting from this request for proposal shall not be deemed a requirements contract. Purchase of items of this nature and type described may be obtained from other contractors.

11. **Parts and Components Availability and Delivery:**

- a) **Short Term Parts Availability and Delivery:** This requirement shall be enforce for the term of the warranty. The contractor shall have sufficient inventory of new, OEM parts and components available and/or have guaranteed access to sufficient inventory of new, OEM parts and components to fulfill its responsibility as a result of this bid award. Parts and/or components shall be delivered to the County no later then five (5) standard Steuben County work days after receipt of order (ARO).
- b) **Long Term Parts Availability:** New OEM parts and/or components must be available for a minimum period of ten (10) years from date of equipment delivery.

12. **Warranty:**

The contractor shall submit manufacturer's standard warranty information with its bid. Warranty coverage must be acceptable to Steuben County. Any and all warranty requirements specified herein notwithstanding, the County reserves as its right, the right to negotiate an acceptable warranty with any and all contractors. Said negotiation would transpire after the bid opening but prior to

award. Said negotiation would not allow for modification of bid price(s). Further, the County reserves as its right, the right to reject any and all bids where an acceptable warranty cannot be agreed upon.

13. **Invoicing:**

Invoices shall be predicated upon quantities ordered, delivered and accepted.

14. **Contact Person:**

Questions, concerns, and/or requests for clarification which are specific to the technical requirements stated in this bid document should be directed to: Lisa Baker, Department of Social Services.

Specifications: Residential Heating Systems

1. Condensing Gas Fired Forced Air Furnace; Natural/LP Gas:

Must be AGA category IV.

Must be factory supplied, pre-assembled including: heat exchanger, factory-matched burner, blower, plenum connections, factory wired furnace controls.

89% or better A.F.U.E. rating.

Must have flame sensor with AFA approved shut-off and flue blockage safety switch.

Painted cabinet minimum 22 gauge steel.

Intermittent ignition.

Facility for sealed combustion.

Configuration: upflow, horizontal, downflow, average furnace size 80,000 BTU.

Attach pricing for units starting at 45,000 BTU-160,000 BTU.

Attach pricing for 90+ LP conversion kit.

Include manufacturer, make and model when submitting bid.

2. Natural Gas Fired Forced Air Furnace:

Must be AGA category I.

Must be factory supplied, pre-assembled including: heat exchanger, factory-matched burner, blower, plenum connections, factory wired furnace controls.

80% or better A.F.U.E. rating.

Must have flame sensor with AFA approved shut-off and flue blockage safety switch.

Painted cabinet minimum 22 gauge steel.

Intermittent ignition.

Facility for sealed combustion.

Configuration: upflow, horizontal, downflow, average furnace size 80,000 BTU.

Attach pricing for units starting at 45,000 BTU-160,000 BTU.

Attach pricing for 80+ LP conversion kit.

Include manufacturer, make and model when submitting bid.

3. **Oil Fired Forced Air Furnace:**

Must be factory supplied, pre-assembled including: heat exchanger, factory-matched burner, blower, plenum connections, factory wired furnace controls.

80% or better A.F.U.E. rating.

Must have a cad cell flame detector.

Painted cabinet minimum 22 gauge steel.

Configuration: low boy, high boy, horizontal, downflow, average furnace size 80,000 BTU.

Attach pricing for units starting at 60,000 BTU-175,000 BTU.

Include manufacturer, make and model when submitting bid.

4. **Mobile Home Approved LP Gas Fired Forced Air Furnace:**

Must be AGA category I.

Must be factory supplied, pre-assembled including: heat exchanger, factory-matched burner, blower, plenum connections, factory wired furnace controls.

80% or better A.F.U.E. rating.

Must have flame sensor with AFA approved shut-off and flue blockage safety switch.

Painted cabinet minimum 22 gauge steel.

Intermittent ignition.

Configuration: upflow, horizontal, downflow, average furnace size 80,000 BTU.

Attach pricing for units starting at 65,000 BTU-100,000 BTU.

Include manufacturer, make and model when submitting bid.

5. **Mobile Home Approved Furnace:**

Must be AGA category I.

Gas/LP fired 56,000 to 90,000 BTU output: must be equal to or exceed Miller MMHA-077 and MMHA-090. M-type or Coleman, A/C compatible (gas/LP).

Oil fired 56,000 to 90,000 BTU output: must be equal to or exceed Miller CMF80PO.

M-type or Coleman, A/C compatible (power oil).

Provide bid prices for following size units: 56,000/77,000/90,000 BTU output.

6. **Mobile Home Approved Boiler:**

Oil fired hot water boiler with coil 80,000 to 210,000 BTU and without coil 80,000 to 120,000 BTU.

Propane fired hot water boiler 70,000 to 120,000 BTU.

Natural gas fired hot water boiler 70,000 to 210,000 BTU.

7. **Vented or Direct Vent LP/Gas Fired Space Heaters:**

Must be AGA category I.

Must be factory supplied, pre-assembled including: heat exchanger, factory-matched burner and factory wired furnace controls.

80% or better A.F.U.E rating.

Must have flame sensor with AFA approved shut-off flue blockage safety switch.

Painted cabinet minimum 22 gauge steel.

Average sizes: vented-35,000 BTU, 50,000 BTU, 65,000 BTU; direct vent: 35,000 BTU, 55,000 BTU.

8. **95+ LP/Gas Fired Air Furnace:**

Must be AGA Mobile home approved.

Gas/LP fired 45,000 to 72,000 BTU output: must be equal to or exceed Miller CMF95 series.

Must be factory supplied, pre-assembled including: heat exchanger, factory-matched burner, blower, plenum connections, factory wired furnace controls.

95% or better A.F.U.E. rating.

Must have flame sensor with AFA approved shut-off flue blockage safety switch.

Painted cabinet minimum 22 gauge steel.

Hot surface ignition.

Configuration: Down flow furnace size 45,000 BTU or 72,000 BTU.

9. **M7LR LP/Gas Fired Air Furnace:**

Must be AGA Mobile home approved.

Must be factory supplied, pre-assembled including: heat exchanger, factory-matched burner, blower, plenum connections, factory wired furnace controls.

95% or better A.F.U.E. rating.

Must have flame sensor with AFA approved shut-off flue blockage safety switch.

Painted cabinet minimum 22 gauge steel.

Hot surface ignition.

Configuration: Down flow furnace size 45,000 BTU, 60,000 BTU or 72,000 BTU.

Proposal Title: Residential Heating Systems
Document #GC-17-037-B

File Date/Time: Thursday, September 21, 2017; 1:30 P.M. local time

Place: Steuben County Purchasing Department

To: Andrew G. Morse, Director
Steuben County Purchasing Department
3 East Pulteney Square
Bath, New York 14810

Pursuant to and in compliance with the Notice to Bidders, we the undersigned hereby propose to supply the products listed in accordance with the specifications issued for same and subject to all terms, conditions and requirements provided therein and in the various bid documents.

1. Condensing Gas Fired Forced Air Furnace; Natural/LP Gas:				
UPFLOW 90+				
BTU Range	Manufacturer	Make	Model	Delivered Price
60,000				
80,000				
100,000				
120,000				
HORIZONTAL 90+				
BTU Range	Manufacturer	Make	Model	Delivered Price
60,000				
80,000				
100,000				
120,000				
DOWNFLOW 90+				
BTU Range	Manufacturer	Make	Model	Delivered Price
60,000				
80,000				
100,000				
120,000				
Cost for 90+ LP conversion kit:				

2017-Residential Heating Systems Proposal

2. Natural Gas Fired Forced Air Furnace:				
UPFLOW 80+				
BTU Range	Manufacturer	Make	Model	Delivered Price
60,000				
80,000				
100,000				
120,000				
HORIZONTAL 80+				
BTU Range	Manufacturer	Make	Model	Delivered Price
60,000				
80,000				
100,000				
120,000				
DOWNFLOW 80+				
BTU Range	Manufacturer	Make	Model	Delivered Price
60,000				
80,000				
100,000				
120,000				
Cost for 80+ LP conversion kit:				

3. Oil Fired Forced Air Furnace:				
LOWBOY				
BTU Range	Manufacturer	Make	Model	Delivered Price
60,000-99,000				
100,000-140,000				
141,000-175,000				
HIGHBOY				
BTU Range	Manufacturer	Make	Model	Delivered Price
60,000-99,000				
100,000-140,000				
141,000-175,000				
HORIZONTAL				
BTU Range	Manufacturer	Make	Model	Delivered Price
60,000-99,000				
100,000-140,000				
141,000-175,000				
DOWNFLOW				
BTU Range	Manufacturer	Make	Model	Delivered Price
60,000-99,000				
100,000-140,000				
141,000-175,000				

2017-Residential Heating Systems Proposal

4. Mobile Home Approved Furnace; CMF or equivalent quality:				
Gas/LP Fired				
BTU Range	Manufacturer	Make	Model	Delivered Price
80,000				
Oil Fired				
BTU Range	Manufacturer	Make	Model	Delivered Price
80,000				

5. Mobile Home Approved Furnace; M-Type, Coleman, A/C Compatible				
Power Gas/LP Burner				
BTU Range	Manufacturer	Make	Model	Delivered Price
77,000				
Power Oil/LP Burner				
BTU Range	Manufacturer	Make	Model	Delivered Price
77,000				

6. Mobile Home Approved Boiler:				
Oil Fired Hot Water Boiler				
BTU Range	Manufacturer	Make	Model	Delivered Price
with coil 80,000-120,000				
without coil 80,000-120,000				
Propane Fired Hot Water Boiler				
BTU Range	Manufacturer	Make	Model	Delivered Price
70,000				
140,000				
210,000				
Natural Gas Fired Hot Water Boiler				
BTU Range	Manufacturer	Make	Model	Delivered Price
70,000				
105,000				
140,000				
175,000				
210,000				

7. Space Heater:				
Natural/LP Gas				
BTU Range	Manufacturer	Make	Model	Delivered Price
35,000				
55,000				
65,000				

2017-Residential Heating Systems Proposal

8. Mobile Home Approved Furnace 95+				
Natural/LP Gas				
BTU Range	Manufacturer	Make	Model	Delivered Price
45,000				
72,000				

9. MLR7 Mobile Home Approved Furnace 95+				
Natural/LP Gas				
BTU Range	Manufacturer	Make	Model	Delivered Price
45,000				
60,000				
72,000				

Knowledge of Contract Documents:

The undersigned has examined the specifications and other proposal documents and is familiar with the County’s requirements.

Proposal Period:

We agree to hold the bid open for a ninety (90) day period following the scheduled time for the opening of bids.

Owner’s Rights Reserved:

We understand that the County reserves the right to reject any or all proposals or to waive any formality or technicality in any proposal.

Print or Type:

Company Name:	Address:
Name:	Signature:
Telephone Number:	Fax Number:
Federal Employer ID #:	Date:
Email Address:	

Attachment "D"
Certification Pursuant to Section 103-g
Of the New York State
General Municipal Law

IRANIAN ENERGY SECTOR DIVESTMENT

1. Contractor/proposer hereby represents that said contractor/ proposer is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said contractor/proposer has not:
 - a) Provided goods or services of \$20 million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
 - b) Acted as a financial institution and extended \$20 million or more in credit to another person for forty-five (45) days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.
2. Any contractor/proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3) (b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.
3. Except as otherwise specifically provided herein, every contractor/ proposer submitting a bid/proposal in response to this request for bids/request for proposals must certify and affirm the following under penalties of perjury:
 - 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 its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3) (b)."

Steuben County will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.
4. Except as otherwise specifically provided herein, any bid/proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the bidder/proposer cannot make the certification as set forth in subdivision (a) above, the bidder/proposer shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefore. The County reserves its rights, in accordance with General Municipal Law Section 103-g to award the bid/proposal to any bidder/proposer who cannot make the certification, on a case-by-case basis under the following circumstances:
 - a) 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 bidder/proposer has adopted, publicized and is implementing a

Attachment "D"
Certification Pursuant to Section 103-g
Of the New York State
General Municipal Law

IRANIAN ENERGY SECTOR DIVESTMENT
Page 2

formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

- b) The County of Steuben has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County of Steuben would be unable to obtain the goods or services for which the bid/proposal is offered. Such determination shall be made by the County in writing and shall be a public document.

Signature

Title

Company Name

Date

STATE OF NEW YORK)
COUNTY OF STEUBEN) ss:

On the _____ day of _____ in the year _____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

NON-COLLUSIVE BIDDING CERTIFICATE

By submission of this bid, each contractor and each person signing on behalf of any contractor 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 contractor 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 contractor and will not knowingly be disclosed by the contractor prior to opening, directly or indirectly, to any other contractor or to any competitor; and
3. No attempt has been made or will be made by the contractor to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

PLEASE PRINT OR TYPE:

Company Name: _____

Company Address: _____

Name: _____

Title: _____

Signature: _____

Federal Employer ID #: _____ Date: _____

Telephone No.: _____ FAX No.: _____

Bid Title: _____

HOLD HARMLESS CLAUSE

The agent shall at all times defend, indemnify and hold harmless the County of Steuben and its employees from any and all claims, damages or judgments or for the defense or payment thereof, based on any claim, action or cause of action whatsoever, including any action for libel, slander, or personal injury, or any affiliated claims, by reason of any act or failure to properly act on the part of agent and in particular as may arise from the performance under this contract. Such obligation to the County shall not be construed to negate, abridge or reduce other rights of indemnity which would otherwise exist. This provision shall supersede any other provision in this agreement deemed to be in conflict, unless specifically stated otherwise. In the event of an injury by the subcontractor or its employees, they shall cause notice to be served upon the County within twenty-four (24) hours of any such injury."

PLEASE PRINT OR TYPE:

Company Name: _____

Company Address: _____

Name: _____

Title: _____

Signature: _____

Federal Employer ID #: _____ Date: _____

Telephone No.: _____ FAX No.: _____

Bid Title: _____

Appendix A

STEUBEN COUNTY STANDARD INSURANCE REQUIREMENTS

Prior to commencement of work, delivery of services, acquisition of merchandise or equipment a Certificate of Insurance and a policy endorsement covering items A, B & C must be delivered to the County Department responsible for the agreement, and to the County Risk Manager. A Certificate of insurance may be used to show coverage only.

ITEMS:

- A. Steuben County, 3 East Pulteney Square, Bath, N.Y., 14810 shall be named as an additional insured (for the purposes of coverage but not the payment of premium).
- B. **ACKNOWLEDGEMENT:** The insurance companies providing coverage acknowledge that the named insured is entering into a contract with Steuben County in which the named insured agrees to defend, hold harmless, and indemnify the County, its officials, employees and agents against all claims resulting from work performed, material handled and services rendered. The contractual liability coverage evidenced will cover the liability assumed under the County-Contractor agreement.
- C. Prior to non-renewal, cancellation or a change of coverage on this policy, at least thirty (30) days advance written notice shall be given to Steuben County Risk Manager at Steuben County Offices, 3 Pulteney Square East, Bath, N.Y. 14810

Workers' Compensation Coverage will be required for anyone doing any kind of work for Steuben County. This includes self-employed individuals. The Steuben County Risk Manager may waive this requirement. Proof of Workers' Compensation Coverage must be submitted on NYS Workers' Compensation Board Approved Forms.

MINIMUM COVERAGES AND LIMITS ARE

TYPE OF CONTRACT	COVERAGES REQUIRED	LIMITS REQUIRED
PROFESSIONAL SERVICES	PROFESSIONAL LIABILITY	MINIMUM \$1,000,000
	AUTO LIABILITY TO INCLUDE: OWNED, HIRED & NON OWNED	MINIMUM \$1,000,000
	WORKERS COMPENSATION	STATUTORY
	EMPLOYERS LIABILITY	STATUTORY
	DISABILITY BENEFITS	STATUTORY
CONSTRUCTION & MAINTENANCE	COMPREHENSIVE GENERAL LIABILITY TO INCLUDE: PREMISES & OPERATIONS, PRODUCTS & COMPLETED OPERATIONS, INDEPENDENT CONTRACTOR, CONTRACTUAL, BROAD FORM PROPERTY DAMAGE, (XCU HAZARDS)	MINIMUM \$1,000,000
	AUTO LIABILITY TO INCLUDE: OWNED, HIRED, & NON OWNED	MINIMUM \$1,000,000
	WORKERS' COMPENSATION	STATUTORY
	EMPLOYERS LIABILITY	STATUTORY
	DISABILITY BENEFITS	STATUTORY
ACQUISITION OF SUPPLIES OR EQUIPMENT	COMPREHENSIVE GENERAL LIABILITY TO INCLUDE: PRODUCTS & COMPLETED OPERATIONS, CONTRACTUAL, BROAD FORM PROPERTY	MINIMUM \$1,000,000
	WORKERS' COMPENSATION	STATUTORY
	EMPLOYERS LIABILITY	STATUTORY
	DISABILITY BENEFITS	STATUTORY
COUNTY PROPERTY USED BY OTHERS	COMPREHENSIVE GENERAL LIABILITY TO INCLUDE: PREMISES & OPERATIONS, PRODUCTS & COMPLETED OPERATIONS, INDEPENDENT CONTRACTOR, CONTRACTUAL, PERSONAL INJURY, LIQUOR LEGAL LIABILITY	MINIMUM \$1,000,000
	AUTO LIABILITY TO INCLUDE: OWNED, HIRED, & NON OWNED	MINIMUM \$1,000,000
	WORKERS' COMPENSATION	STATUTORY
	EMPLOYERS LIABILITY	STATUTORY
	DISABILITY BENEFITS	STATUTORY
CONCESSIONAIRE SERVICES LIVERY SERVICES MUNICIPAL AGREEMENTS	COMPREHENSIVE GENERAL LIABILITY TO INCLUDE: PREMISES & OPERATIONS, PRODUCTS & COMPLETED OPERATIONS, INDEPENDENT CONTRACTOR, CONTRACTUAL, PERSONAL INJURY, LIQUOR	MINIMUM \$1,000,000
	AUTO LIABILITY TO INCLUDE: OWNED, HIRED, & NON OWNED	MINIMUM \$1,000,000
	WORKERS' COMPENSATION	STATUTORY
	EMPLOYERS LIABILITY	STATUTORY
	DISABILITY BENEFITS	STATUTORY

Bid specifications, particular contracts, leases or agreements may require increased limits and/or additional coverage. If there are questions please contact the Steuben County Risk Manager 607-664-2104