



# 2010-2011 Multi-Program Bulk Purchasing Solicitation

## Introductions

The New York State Weatherization Directors' Association (NYSWDA), and the Association for Energy Affordability (AEA), in cooperation, are soliciting bids for energy conservation materials to be utilized in multi-programs throughout New York. The results of the bid will be eligible for use by the Division of Housing and Community Renewals' (DHCR) Weatherization Assistance Program statewide, any and/or all New York State Energy Research and Development Authorities' (NYSERDA) programs. By working in cooperation, we expect a greater volume of sales.

The New York State Weatherization Directors' Association (NYSWDA) is a 501(c) (3) nonprofit corporation that represents 67 Weatherization subgrantees across New York State. The New York State Weatherization Directors Association is committed to developing new opportunities in support of its membership, linking sound public policy with the concepts of energy conservation and economic self sufficiency, resulting in safe, healthy, and affordable housing for low income families in New York State.

The Association for Energy Affordability (AEA) is a not-for-profit membership organization whose members are direct subgrantees of the Federal Department of Energy's Low-Income Weatherization Assistance Program, which installs energy conservation (weatherization) measures in low-income residential housing pursuant to Federal and State regulations and guidelines. AEA provides technical services, including energy audits, professional training, and consultation services to member agencies.

## **Background**

**This solicitation will assist Weatherization subgrantees in obtaining bulk purchase pricing benefits while maintaining the quality of materials used in weatherization services along with offering those participating in the NYSERDA programs, building owners, contractors and clients the opportunity to purchase a variety of energy-efficient materials for their properties at bulk rates and in bulk quantities.**

**New York Weatherization Assistance programs:** Since the inception of the Program in 1977, more than 500,000 dwellings have been weatherized in New York. There are Weatherization Assistance programs throughout New York State in each of its 62 counties. The Weatherization Assistance Program provides energy conservation, health and safety measures to low-income households. The Program is sponsored by the New York State Division of Housing and Community Renewal's, Energy Services Bureau. The funding for this program is provided by the U.S. Department of Energy and the U.S. Department of Health and Human Services. The New York State Weatherization Assistance Program Plan for American Recovery and Reinvestment Act (ARRA) funds serves as New York's application for Weatherization funds and the guide for allocation of more than \$394.6 million in federal residential energy conservation funding. These funds will provide assistance to more than 45,000 households across the State.

**New York State Energy Research and Development Authority (NYSERDA) programs:** NYSERDA's programs include the Assisted Multifamily Program, the Home Performance with ENERGY STAR<sup>®</sup> program (as well as the Assisted component), EmPower New York<sup>SM</sup>, the ENERGY STAR<sup>®</sup> Labeled Homes program, and the ResTech program.

**Hereafter, NYSWDA/AEA will be referred to as the Authorized Representatives. Agencies/Contractors/Owners will be referred to as the Purchasers.**

## **General Terms and Conditions**

*For this solicitation, Bulk Purchase is defined as purchasing a mass or collection of goods of the same kind.*

*Please Note: Award of this bid does not guarantee sales.*

For the Weatherization Assistance Program solicitation, orders and payments of invoices shall be negotiated between the vendor and Weatherization Assistance Programs statewide. The Weatherization Assistance Programs will be notified of the awarded bidder but are not obligated to purchase through said bidder.

With NYSERDA programs solicitation, use of bid results may vary from one program to another. For instance, some programs may require contractors to utilize the bid results; others may only suggest or reference the bid results. Some programs may require selecting the lowest bid price per product category; other programs may allow use of a price range. These details cannot be known in advance for all NYSERDA programs and bidders must understand and accept the utilization of their bid results accordingly.

**Bid proposals must be all inclusive and detailed in accordance with specifications. This solicitation is a request for competitive proposals and does not constitute an order.**

The Authorized Representatives are not making any representations to the amount of business to be generated by participation in this Bulk Purchase Solicitation.

## **General Specifications**

**Quotations must be typewritten or written in ink, and corrections must be initialed. Penciled bids will not be accepted.**

Late bids will only be accepted when the Authorized Representatives approve the request for an extension prior to the due date. Otherwise, late bids will not be considered.

**Proposals must be received no later than : February 26, 2010 by 12pm**

Proposals should be sent to:

**Justin Brower – Purchasing Agent  
NYSWDA  
2 Charles Boulevard  
Guilderland, New York 12084**

Omissions and Discrepancies - If a Bidder is in doubt as to the correct meaning of any part of the specifications or discovers any omissions or discrepancies therein, the Bidder should notify the appropriate Authorized Representative. Additional information, when required, will be issued in the form of an addendum which will be sent to all Bidders. Addendums will become part of the initial Bid Request.

**Product Specifications - Bids must contain detailed descriptions of the products offered in addition to brochures, and other documentation to help the Authorized Representatives make an informed decision. Bid pricing sheets contain specific requirements for products.**

Each bidder **must** supply a written warranty on any applicable materials.

The vendor shall deliver merchandise as bid. Any deviation must be cleared with Authorized Representatives.

**In order to be considered a responsible, responsive bidder, a bidder must notify Justin Brower, NYSWDA Representative if an agency issues a bid package to that bidder for any product included in the Weatherization Assistance Program Statewide Process.**

Failure by the vendor to comply with any part of this bid package will constitute a breach of contract and nullify the vendors' position as our choice of vendor for the materials in question.

## **Warranty**

The supplier warrants to Purchaser that the product will be new and not refurbished.

The supplier warrants to Purchaser that the product will be free from defects and will meet the product specifications stated.

Damaged or defective items, in the opinion of the Authorized Representatives/Purchasers, shall be replaced at no cost (including shipping) to the Authorized Representatives/Purchasers.

The Supplier agrees to provide a minimum one year product warranty on all products (unless otherwise specified). In the event that the manufacturers warranty exceeds one year, the Supplier shall agree to provide material warranty on the product or component for that period.

## **Contract Term**

Period - The contract shall be from April 1, 2010 through March 31, 2011. If necessary, a renewal option will be exercised at the Authorized Representatives discretion.

## Price Protection

The price will be firm and fixed for the contract period unless notified 30 days in advance of price increase.

## Vendor Performance

The vendor shall deliver merchandise as bid. Any deviation must be cleared with the Authorized Representatives.

## Delivery/Shipments

### Weatherization Assistance Program:

**Firm prices shall be bid F.O.B.** requesting purchaser's location(s) and include packaging, handling, shipping and delivery charges fully **PREPAID by the vendor**. Vendors may be required to deliver to several different locations with the requesting purchaser's area. **Vendors are required to provide to the requesting purchasers a minimum of one day advance notice for delivery.** Notification and deliveries are to be made during requesting purchaser's normal working hours.\*\*

\*\*If there is a trailer charge, all prices must be stated up front.

### NYSERDA Programs:

**Firm prices shall be bid F.O.B** including handling, shipping and delivery charges fully **PREPAID by the vendor**. Vendors will be expected to **drop-ship** directly to the building site. The vendor will be responsible for establishing a policy and/or a system for fill-in orders and returns. *(By fill-in orders, we mean if a vendor needs to order only a few pieces of a given item, e.g., radiator valves, after a larger order has already been placed.)* All participating vendors will be required to submit copies of orders, packing slips and invoices directly to the participating agencies at the time they are issued to building owners/contractors/clients.

## **Returned Goods Policy**

All incorrect/damaged/unwanted goods within a reasonable time frame will be returned to the Vendor in an expeditious manner.

Returns on all incorrect/damaged items will be at the expense of **the vendor. (Includes** handling, shipping and delivery charges) There will be no restocking charge.

## **Execution of Contract/Rejection of Bids**

Any agreement pertaining to this proposal shall be executory pending issuance of a Notice from the New York State Weatherization Directors' Association/ Association for Energy Affordability

The New York State Weatherization Directors' Association / Association for Energy Affordability reserves the right to:

- Reject any/or all bids
- Re-bid within a contract year
- Waive or modify minor irregularities in proposal received after prior notification and concurrence of the Bidder
- Adapt all or any part of the Bid in selecting optimal product specifications
- All Purchasers will be notified of the awarded bidders. The bid results will be listed from low bidder to high and where applicable different grade of bids, and/or all approved vendors.

## **Remedies/Termination**

In the event that either the vendor or purchaser fail to maintain or keep in force any of the terms and conditions of this document, the aggrieved party may notify the other party of such failure and demand that the same be remedied within 30 days. Should the defaulting party fail to remedy the same within the said period, the other party shall have the right to terminate by giving the other party 30 days notice.

## **Non-Discrimination/Equal Opportunity**

### Small and/or Minority-Owned Business

Efforts will be made by NYSWDA and Weatherization Agencies to utilize small business and minority-owned businesses.

A bidder qualifies as a small business, if it meets the definition of “small business” as established by the Small Business Administration (13CFR 121.3-8), by having average annual receipts for the last three fiscal years of less than four million dollars.

It is the responsibility of the bidder to indicate if the above mentioned applies.

## **Samples**

Any samples requested as necessary for award decision must be furnished by Vendor as requested, free of any expense. This includes the Authorized Representatives and the Purchasers.

## **Material Safety Data Sheets (MSDS)**

Each bidder must supply a Material Safety Data Sheet (MSDS) for any applicable material. If a vendor has the sheet in electronic format, the vendor may e-mail the sheet to [Justin@nyswda.org](mailto:Justin@nyswda.org)

# APPLIANCE SERVICE REQUIREMENTS

**Please make sure to read all requirements as identified in this document.**

## **AIR CONDITIONERS**

The New York State Weatherization Directors Association is asking that all appliances come with a warranty that cover parts and service for one year from date of purchase.

- Deliveries must include complete installation into home, including leveling of new appliance. All refuse related to delivery, including appliance packing materials, must be removed at the time of installation.
- “Lemon Law”: If the unit fails three times for the same problem that is manufacturer or repair value, the contractor must replace the appliance at no cost to the customer. (Note: this is different from requiring a replacement if the customer calls to complain three times)
- Recalls: The contractor MUST notify the agency once they have been made aware of a manufacturing defect. The manufacturer is required to fix the defect BEFORE the unit fails rather than just fixing the units as they fail.
- Pre-testing: Installers are to make sure that all units are operational before the delivery crew leaves the home.
- Consumer protection: Customer rights and protections are only good if the customer is aware that they exist. The customer must receive the appliance manual, all warrantee information and contact information for both the manufacturer and installer.
- Repairs: The installer is responsible to make repairs or provide financial compensation in a timely manner for any damage done to either the appliance or the home.
- Wait time for repairs: If the customer has to wait more than three days for a repair part, the supplier must provide a loaner to the family.
- Customer courtesy: Customers must be treated as if they bought the appliance themselves and not intimidated in any way. Foul language will not be tolerated. The customer is to be given a reasonable time frame for their delivery, and a courtesy phone call must be made if they are running very late.
- Recycling: The vendor is responsible to remove and legally dispose of all replaced room air conditioners. All room air conditioners at no cost to the customers must be dismantled in order to prevent reuse, and parts must not be sold or distributed for reuse.

These appliances must have refrigerants, including but not limited to chlorofluorocarbons (CFC's), hydrochlorofluorocarbons (HCFC's), or 134A (HFC's), removed as defined by Section 608 of the Clean Air Act and 40 CFR Part 82. Any capacitors or ballasts that may contain Polychlorinated-biphenyls (PCB's) must also be removed and disposed of in an environmentally sound way.

All capacitors must be physically removed and examined. Any capacitors that clearly say “NO PCBs” can be disposed of normally. If the words, “NO PCBs”, do not appear on the label, the capacitor contains PCBs and must be incinerated by an EPA approved incineration site or put in a landfill that is permitted to legally handle PCBs.

All room air conditioners must be sent to a shredding or baling facility for final destruction and recycling of materials.

# Bidder's Checklist

(please initial next to each completed section, as applicable)

- \_\_\_\_\_ APPENDIX A - Qualified Suppliers Statement
- \_\_\_\_\_ APPENDIX B - Affidavit of Non-Collusion
- \_\_\_\_\_ APPENDIX C - Certificate of Demanufacturing
- \_\_\_\_\_ APPENDIX D – Bidding Regions
- \_\_\_\_\_ Any Product Literature Applicable (Include ANY and ALL applicable MSDS Sheets)
- \_\_\_\_\_ Warranty information
- \_\_\_\_\_ Pricing Sheets
- \_\_\_\_\_ Completion of the signatory block at the end of the Checklist

**Instructions:** Carefully read the terms and conditions shown above before preparing your proposals. Please sign on lines below indicating that you have read each page of this Bid Package thoroughly and agree to all specifications, terms and conditions. **Bids may not be accepted if incomplete.**

Vendor Name:	
Contact Person Regarding Bid: (please print clearly)	
E-Mail Address:	
Phone/Fax Number:	
Customer Service(order taker) (please print clearly)	Name:  Phone:
Signature of Authorized Rep:	
Printed Name and Title of Signor:	

**If you have multiple locations for customer orders, please send all contact information**

## APPENDIX A

### SUPPLIER'S QUALIFICATION STATEMENT

The undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

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

SUBMITTED BY (Company): \_\_\_\_\_

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

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

PRINCIPAL OFFICE: \_\_\_\_\_

PHONE: \_\_\_\_\_

Corporation

Partnership

Individual

Joint Venture

Other (explain) \_\_\_\_\_

NAME OF PROJECT: Statewide Bid for Energy Conservation Materials

#### 1. ORGANIZATION

1.1 How many years has your organization been in business as a Supplier? \_\_\_\_\_

1.2 How many years has your organization been in business under its present name? \_\_\_\_\_

Under what other or former names has your organization operated? \_\_\_\_\_

1.3 If your organization is a corporation, answer the following:

(a) State of Incorporation: \_\_\_\_\_

(b) Date: \_\_\_\_\_

(b) President: \_\_\_\_\_

(c) Vice President: \_\_\_\_\_

(d) Secretary: \_\_\_\_\_

(e) Treasurer: \_\_\_\_\_

1.4 If your organization is a partnership, answer the following:

(a) Date of Organization: \_\_\_\_\_

(b) Type of Partnership (if applicable): \_\_\_\_\_

(c) Name(s) of General Partner(s): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

1.5 If your organization is individually owned, answer the following:

(a) Date of Organization: \_\_\_\_\_

(b) Name of Owner: \_\_\_\_\_

1.6 If the form of your organization is other than those listed above, describe it and name its principals: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**2. LICENSING**

2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2.2 List jurisdictions in which your organization's partnership or trade name is filed.

\_\_\_\_\_

**3. EXPERIENCE**

3.1 Claims and Suits (if the answer to any of the questions below is yes, please attach details.)

(a) Has your organization ever failed to complete any work awarded to it? \_\_\_\_\_

(b) Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers? \_\_\_\_\_

(c) Has your organization filed any lawsuits or requested arbitration with regard to contracts within the last five years? \_\_\_\_\_

**4 REFERENCES**

4.1 Trade References (minimum of three)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**6 SIGNATURE**

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ .

Name of Organization: \_\_\_\_\_

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

Title: \_\_\_\_\_

I, \_\_\_\_\_ being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_ .

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

# Appendix B

## Affidavit of Non-collusive Bidding

### This bid is invalid if not signed and notarized

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_, of lawful age, being first duly sworn on oath says that **1.** (S)He is the duly authorized agent of \_\_\_\_\_, the bidder submitting the competitive bid and/or procuring the contract which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders or employees, as well as, facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached, **2.** (S)He is fully aware of the facts and circumstances surrounding the making of the bid and/or the procurement of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bids, and **3.** Neither the bidder nor anyone subject to the bidder's direction of control has been a party **(a)** to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding, **b.** to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor **c.** in any discussions between bidder and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract, **d.** to paying, giving or donating or agreeing to pay, give or donate to any officer or employee of the New York State Weatherization Directors Association, the Association for Energy Affordability or the New York State Energy Research and Development Authority any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached.

Firm: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Signature \_\_\_\_\_

Subscribed and Sworn to Before me \_\_\_\_\_ 20\_\_ \_\_\_\_\_

Authorized Representative

My Commission Expires \_\_\_\_\_ 20\_\_ \_\_\_\_\_

Notary Public

## Certificate of Demanufacturing

The vendor is responsible to remove from the dwelling and legally dispose of all replaced refrigerators, freezers and room air conditioners. All room air conditioners must be dismantled in order to prevent reuse, and parts must not be sold or distributed for reuse.

Units are to be marked with permanent marker or paint to further encourage proper disposal, and discourage resale.

**These appliances must have refrigerants, including but not limited to chlorofluorocarbons (CFC's), hydrochlorofluorocarbons (HCFC's), or 134A (HFC's), removed in accordance with Section 608 of the Clean Air Act and 40 CFR Part 82. Any capacitors or ballasts that may contain Polychlorinated-biphenyls (PCB's) must also be removed and disposed of in an environmentally sound way, consistent with federal, state, and local law.**

All capacitors must be physically removed and examined. Any capacitors that clearly say "**NO PCBs**" can be disposed of normally. If the words, "**NO PCBs**", do not appear on the label, the capacitor contains PCBs and must be incinerated by an EPA approved incineration site or put in a landfill that is permitted to legally handle PCBs.

All room air conditioners must be sent to a shredding or baling facility for final destruction and recycling of materials.

Please sign and date where indicated. By signing this Certificate, you agree to the terms set forth in the document.

Primary Contractor(Vendor):

Date:

\_\_\_\_\_

\_\_\_\_\_

Secondary Contractor:

Date:

\_\_\_\_\_

\_\_\_\_\_

# Bidding Regions

Please indicate which REGIONS/COUNTIES you are able to deliver to:

Capital Region:

Columbia  
Albany  
Greene  
Rensselaer  
Schenectady  
Saratoga  
Warren  
Washington  
Hamilton

Western NY:

Niagara  
Alleghany  
Erie  
Cattaraugus  
Chautauqua

North Country:

St. Lawrence  
Jefferson  
Lewis

North Country - Adirondack

Essex  
Clinton  
Franklin

Mohawk Valley:

Schoharie  
Montgomery  
Fulton  
Herkimer  
Oneida

New York City

Bronx  
New York  
Queens  
Kings  
Richmond

Finger Lakes

Wayne  
Seneca  
Ontario  
Monroe  
Orleans  
Livingston  
Genesee  
Wyoming

Southern Tier:

Steuben  
Delaware  
Schuyler  
Tioga  
Tompkins  
Chemung  
Broome  
Chenango  
Otsego  
Yates

Mid-Hudson:

Ulster  
Sullivan  
Rockland  
Orange  
Putnam  
Westchester  
Dutchess

Central New York:

Madison  
Cortland  
Cayuga  
Onondaga  
Oswego

Long Island

\*\*Weatherization Only

Nassau  
Suffolk