



Refrigerators/Freezers Hot Water Heater & Heat Pump Water Heater Room Air Conditioner & Sleeves Purchasing Solicitation 2017-2018

Introduction

The New York State Weatherization Directors Association (NYSWDA) is soliciting bids for Refrigerators/Freezers, Room Air Conditioners/Sleeves and Hot Water Heater/Heat Pump Water Heaters to be utilized in multiple programs throughout New York. The results of the bid will be eligible for use by New York State's Homes and Community Renewal's Weatherization Assistance Program statewide, any and/or all New York State Energy Research and Development Authorities' (NYSERDA) programs.

The New York State Weatherization Directors Association (NYSWDA) is a 501(c) (3) nonprofit corporation that represents Weatherization sub grantees across New York State. NYSDWA 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.

Background

This solicitation will assist Weatherization sub grantees 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 (NYSWDA) - Since the inception of the Program in 1977, more than 695,000 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 (WAP) provides energy conservation and health and safety measures to low-income households. The program is sponsored by the New York State's Homes 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.

New York State Energy Research and Development Authority (NYSERDA) programs - NYSERDA's programs include the Assisted Multifamily Program, the Home Performance with ENERGY STAR program (as well as the Assisted component), EmPower New York, and the ENERGY STAR Homes program.

Qualifying products must comply with current ENERGY STAR Eligibility Criteria, which define performance requirements and test procedures for residential water heaters. A list of eligible products and their corresponding Eligibility Criteria can be found at www.energystar.gov/specifications.

Hereafter, NYSWDA/NYSERDA 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.***

When the Weatherization Assistance Programs adapts the statewide bid, purchases are made from the low bidder, as long as that bidder remains responsive and responsible. Per 10 CFR Part 600, a low bidder that is found to be not responsible or has not been responsive, thereby creating a financial or operational hardship, may not be used and thus allow the agencies to use an alternate. For the Weatherization Assistance Program solicitation, orders and payments of invoices shall be negotiated between the vendor and Weatherization Assistance Programs statewide.

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.

Contract Term

Period - The contract shall be from **July 1, 2017** through **June 30, 2018**. 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 the authorized representatives are notified 30 days in advance of price increase.**

- Any price changes issued (w/ 30 days' notice) during the bid year, **must be submitted by certified mail with a return receipt** to NYSWDA, no other forms (e-mail, fax, etc.) will be accepted.

General Specifications

Quotations must be entered directly into BidSync, our web based electronic software package, and a **HARD COPY PRINTED AND MAILED** to NYSWDA. **DO NOT CONTACT BIDSYNC FOR ASSISTANCE**. NYSWDA's bid is complex and unusual by its nature. Our staff is best prepared to handle the questions you have.

All proposals **MUST** be mailed to NYSWDA to be accepted. You **MUST** print the offers entered in BidSync and place in an envelope with the other documents required, as stated on the Bidder's Checklist.

Required paperwork for the bid **is not** to be fastened together by any means. **Pricing will only be accepted as a printout from BidSync.** Any and all additional materials are always welcome.

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.

Questions must be submitted in writing and received in our office no later than **June 2nd, 2017**.

Proposals must be received no later than **June 8, 2017 by 3:30 pm** and should be sent to:

**Lila Laguna
Purchasing Agent
NYSWDA
2 Charles Boulevard
Guilderland, New York 12084**

PUBLIC BID OPENING DIFFERS FROM DUE DATE, bid opening is: **June 9th, 2017 at 11:00 am**, at the NYSWDA location listed below:

**NYSWDA
2 Charles Boulevard
Guilderland, New York 12084**

Under no circumstance will a bid be accepted by e-mail or fax.

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.

Small and/or Minority or Women Owned Business

Efforts will be made by NYSWDA during the bid process to identify and encourage the participation of small businesses and/or MWBEs. NYS MWBEs must be registered with the [Empire State Development Corporation](#). NYSWDA strongly encourages out of state MWBEs to become certified with NYS as well. If your company is not currently certified, contact NYSWDA. We can help with this process. A bidder qualifies as a small business, if it meets the definition of “small business” as established by the Small Business Administration (13CFR 121), by having average annual receipts for the last three fiscal years of less than four million dollars.

Refrigerator/Freezer

Product Specifications

The various refrigerators and freezers listed in BidSync will include the parameters that must be met for that particular item. Please pay attention especially to the style and cubic feet and place your bid in the correct category. Each product listed in BidSync will require the completion of several fields of information. There will also be a notes section where vendors can add relevant information. BidSync will accept multiple entries on each item if more than one model or manufacturer is bid or if pricing will vary by region. See BidSync instructions for more information.

Each bidder **must** supply a written warranty on any applicable materials and a manufacturer's appliance manual. Vendor shall provide all program customers with vendor contact information, manufacturer's appliance manual, and a written warranty of labor and materials for a minimum of one (1) year from the date of appliance installation. Refrigerators and freezers shall carry a minimum one year manufacturer's warranty on the entire box and a 5-year warranty on the sealed system. Damaged or defective items, in the opinion of the Implementation Contractor, shall be replaced at no cost (including shipping) to the Program

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 Lila Laguna, 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 manufacturer's warranty exceeds one year, the Supplier shall agree to provide material warranty on the product or component for that period.

For the following products, the supplier agrees to provide warranties as follows:

Refrigerators – Minimum 1 year warranty on the entire box, and a 5 year warranty on the sealed system.

Freezers – Minimum 1 year warranty on the entire box, and a 5 year warranty on the sealed system.

Damaged or defective items, in the opinion of the Implementation Contractor, shall be replaced at no cost (including shipping) to the Program.

Contract Term

Period - The contract shall be from **July 1, 2017** through **June 30, 2018**. 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 the authorized representatives are notified 30 days in advance of price increase.**

- Any price changes issued (w/ 30 days' notice) during the bid year, **must be submitted by certified mail with a return receipt** to NYSWDA, no other forms (e-mail, fax, etc.) will be accepted.

Vendor Performance

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

Language Barriers – Should any language barriers exist that create difficulty in arranging delivery/repair, the Vendor shall contact the purchaser to request aid in resolution.

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**. Deliveries must be made within a reasonable amount of time as defined by the purchaser. Vendors may be required to deliver to several different locations within 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 and by a reasonable time as agreed to with purchaser.

****For refrigerator/freezers – Customers must have at least a 2-3days notice before drop-off.**

Additional Notes on the Required Fields in Bid Sync

The following points will provide the information needed to understand and correctly complete your offer in BidSync.

Regions: Use the checkboxes within BidSync, indicating Y or N if the offer is applicable to that particular region. Use the notes section to specify if pricing is for partial regions by listing the counties. A list of regions and counties has been provided in this bid package.

Categories: Appliances have been placed in categories depending on size and type. These categories are listed out specifically within BidSync.

Model Number: The model number submitted in BidSync must match the model number as listed on the Energy Star website. If purchasers should have different number for ordering, list that number in the notes column. (If a product cannot be easily verified on the Energy Star website, it will not be listed with the bid results)

Color: Use the following code to dictate color.

BL	Black
W	White
BQ	Bisque
SS	Stainless Steel

Dimensions: Use exact exterior dimensions, as purchasers need to be sure the unit will fit into a given space. Include the height with hinges and the depth with handle.

Retail Price: This price is not required, but is helpful in analyzing the effectiveness of the statewide purchasing program.

Notes: The notes section for each line item is a space for any information that was not requested but that could be of use to purchasers or when analyzing the bid results.

Product Specifications and Category Codes

Freezers:

Provide stand-alone freezers that bear the ENERGY STAR label and meet the ENERGY STAR Version 5.0 specifications for energy efficiency, and as such are listed on the [ENERGY STAR](#) website as qualified appliances. Models must be a minimum of 10% more efficient than the federal standard.

Refrigerators:

Provide refrigerators that bear the ENERGY STAR label and meet the ENERGY STAR Version 5.0 specifications for energy efficiency, and as such are listed on the [ENERGY STAR](#) website as qualified appliances. For all full-size refrigerators, models must be a minimum of 10% more efficient than the minimum federal standards to qualify.

Residential refrigerators and freezers manufactured and distributed in commerce, as defined by 42 U.S.C. 6291(16), must meet the energy conservation standards specified in the Code of Federal Regulations at 10 CFR 430.32(a).

Refer to the following pages for more information:

[U.S. Department of Energy Appliance & Equipment Standards](#)
[Energy Star Program Requirements](#)

Units to Include:

- Automatic defrost.
- Must have full shelf in freezer.
- Controls that are understandable and easy to use, no electronic displays **EXCEPT** in categories B1 and B2
- Separate freezer control. Levelers on front legs.
- Recessed door handles are unacceptable **EXCEPT** in category T1
- Shelf adjustability.

Features below are not required specifications but agencies will be given the option to purchase units that include:

- Molded flexible vinyl door shelves are preferable to lightweight, bendable aluminum ones.
- Ability to add ice maker at customer's expense.
- Solid freezer bottom, as opposed to one with multiple pieces.

Category Codes:

Freezers

<u>Size</u>	<u>Category Code</u>
< 9 Cubic Feet	F0
9 – 10 Cubic Feet	F1
14 – 17 Cubic Feet	F2
19 – 21 Cubic Feet	F3

Refrigerators

<u>Type</u>	<u>Size</u>	<u>Category Code</u>
Top-Mount Freezer	10 – 14.4	T1
	14.5 – 16.4	T2
	16.5 – 18.4	T3
	18.5 – 20.4	T4
	20.5 – 22.4	T5
Side-by-Side	22.5 – 24.4	S1
	24.5 – 26.4	S2
Bottom-Mount Freezer	19 -21	B1
	22 - 26	B2
Refrigerator Unit w/o Freezer		NF

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/client. 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.

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

****Units shall be marked with permanent marker or paint, with a large "X", to discourage resale.****

Vendors are responsible for keeping a log of each unit that is picked up and then demanufactured. This list is to be made available to NYSWDA, NYSERDA, agencies, and designated representatives upon their request at any point during the bid term to be verified against agency records. **Failure to comply could result in disqualification from the bid.**

***See Certificate of Demanufacturing for Additional Language*

Contract Term

Period - The contract shall be from **July 1, 2017** through **June 30, 2018**. 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 the authorized representatives are notified 30 days in advance of price increase.**

- Any price changes issued (w/ 30 days' notice) during the bid year, **must be submitted by certified mail with a return receipt** to NYSWDA, no other forms (e-mail, fax, etc.) will be accepted.

Returned Goods Policy

All incorrect/damaged/unwanted goods brought to a vendor's attention 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.

The New York State Weatherization Directors Association / New York State Energy Research Development Authority 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 fails 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

Discrimination against any individual, for reason of race, creed, national origin, sex, handicap or age is specifically prohibited.

APPLIANCE SERVICE REQUIREMENTS

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

REFRIGERATOR and stand-alone FREEZER

The New York State Weatherization Directors Association is asking that all appliances come with a manufacturer's appliance manual, and a written warranty of labor and materials for a minimum of one (1) year from the date of appliance installation. Refrigerators and freezers shall carry a minimum one year manufacturer's warranty on the entire box and a 5-year warranty on the sealed system.

- Deliveries must include complete installation into home, including leveling of new appliance. Manufacturer appliance manuals and vendor contact information shall be provided to purchaser. 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 originates from the manufacturer and/or repair, 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.
- Manufacturing Defects: If refrigerator or freezer fails due to manufacturing defects during the time of warranty, customer must be reimbursed for cost of food spoilage due to appliance failure.
- 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 within 7 working days 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 from the dwelling and legally dispose of all replaced refrigerators and freezers. All refrigerators and freezers, at no cost to the customer, 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), hydro chlorofluorocarbons (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, as defined by 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 refrigerators and freezers must be sent to a shredding or baling facility for final destruction and recycling of materials.

Room Air Conditioners & Sleeves

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.

Each bidder **must** supply a written warranty on all 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 Lila Laguna, 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.

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

****Units shall be marked with permanent marker or paint, with a large "X", to discourage resale.****

Vendors are responsible for keeping a log of each unit that is picked up and then demanufactured. This list is to be made available to NYSWDA, NYSEDA, agencies, and designated representatives upon their request at any point during the bid term to be verified against agency records. Failure to comply could result in disqualification from the bid.

*****See Certificate of Demanufacturing for Additional Language***

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.

Contract Term

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All price changes must be sent to NYSWDA in the form of a certified letter with return receipt. E-mail or fax notification will not be valid.

Vendor Performance

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

Delivery/Shipments

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 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.

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.

Room Air Conditioner & Sleeve Specifications

Provide room air conditioners that bear the ENERGY STAR label and meet the ENERGY STAR 4.0 specifications for energy efficiency, and as such are listed on the [ENERGY STAR](#) website as qualified appliances.

An air conditioner can only be installed when the technical requirements listed below are met, and only new air conditioners that meet these specifications may be installed:

Product Class (BTU/Hr.)	EER Current Criteria
< 8000	10.7
8,000 to 13,999	10.8
14,000 to 19,999	10.7

ENERGY STAR room air conditioners will also have intelligent, energy-saving features including:

Energy Saver Mode: In this mode, an air conditioner will operate more efficiency by limiting fan operation when the compressor turns off. While this will be the default mode when the unit is turned on, consumers can override this setting, if they wish.

Filter Reminder: The air conditioner will provide a visual reminder that the air filter needs to be checked, cleaned or replaced, as needed – to help keep the unit operating at a high efficiency.

Note: In the event emergency cooling dollars are released, Weatherization Assistance Programs will have the ability to purchase air conditioners.

Air Conditioner Sleeves

Slide-out Chassis Sleeve – The sleeve mounts in the wall, is designed to hold the a/c unit and allows the unit to slide in and out for cleaning/repair.

Through-the-wall sleeve - The sleeve holds a built-in room air conditioner securely in place and protects it from the elements and theft.

Hot Water Heater & Heat Pump Water Heater

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.

Each bidder **must** supply a written warranty on all 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 Lila Laguna, 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.

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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.

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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.

Hot Water Heater Specifications

Must meet the ENERGY STAR Version 3.0 specifications for energy efficiency.

Electric Hot Water Heater: 30, 40 gallon, etc.

Specifications: Must conform to 10 CFR 430 and UL 174, with an energy factor of .93 or better.

For tanks with a Rated Storage Volume at or below 55 gallons: $EF = 0.960 - (0.0003 \times \text{Rated Storage Volume in gallons})$.

For tanks with a Rated Storage Volume above 55 gallons: $EF = 2.057 - (0.00113 \times \text{Rated Storage Volume in gallons})$.

Natural Gas Water Heater: 30, 40, 50, 80, 100, 120 gallon

Specifications: Water heaters are to be $\leq 75K$ BTU and are to conform to 10 CFR 430 and ANSI Z21.10.1-2014/CSA 4.1-2014.

For tanks with a Rated Storage Volume at or below 55 gallons: $EF = 0.675 - (0.0015 \times \text{Rated Storage Volume in gallons})$.

For tanks with a Rated Storage Volume above 55 gallons: $EF = 0.8012 - (0.00078 \times \text{Rated Storage Volume in gallons})$.

Propane Water Heater: 30, 40 gallon, etc.

Specifications: Water heaters are to be $\leq 75K$ BTU and are to conform to 10 CFR 430 and ANSI Z21.10.1-2014/CSA 4.1-2014.

Oil Water Heater: 30, 40 gallon etc.

Specifications: Water heaters must conform to [UL 732, Fifth Edition, 1995](#)

$EF = 0.68 - (0.0019 \times \text{Rated Storage Volume in gallons})$.

Direct Vent - Natural Gas - Water Heater: 30, 40 gallon, etc.

Specifications: Water heaters are to be $\leq 75K$ BTU and are to conform to 10 CFR 430 and ANSI Z21.10.1-2014/CSA 4.1-2014 and are to be direct vent.

Direct Vent – Propane - Water Heater: 30, 40 gallon, etc.

Specifications: Water heaters are to be $\leq 75K$ BTU and are to conform to 10 CFR 430 and ANSI Z21.10.1-2014/CSA 4.1-2014 and are to be direct vent.

Power Vented - Natural Gas - Water Heater: 30, 40 gallon, etc.

Water heaters are to be $\leq 75K$ BTU and are to conform to 10 CFR 430 and ANSI Z21.10.1-2014/CSA 4.1-2014.

Water Heaters are to have an energy factor of $EF \geq .62$ and a warranty ≥ 6 years on the sealed system.

Power Vented – Propane - Water Heater: 30, 40 gallon, etc.

Specifications: Water heaters are to be $\leq 75K$ BTU and are to conform to 10 CFR 430 and ANSI Z21.10.1-2014/CSA 4.1-2014. Water Heaters are to have an energy factor of $EF \geq .62$ and a warranty ≥ 6 years on the sealed system.

Heat Pump Water Heaters - 50 gallon tank

Specifications: EF \geq 2.0 - ENERGY STAR Qualified.

Energy Factor	≤ 55 gallons	EF ≥ 2.00
First Hour Rating		FHR ≥ 50 gallons per hour
Warranty		Warranty ≥ 6 years on sealed system
Safety		UL 174 and UL1995

Go to Energy Star [Certified Water Heaters](#) to see if your product is eligible.

Bidder's Checklist

These items must be in your bid package

_____ APPENDIX A - Qualified Suppliers Statement- NOTARIZED

_____ APPENDIX B - Affidavit of Non-Collusion- NOTARIZED

_____ APPENDIX C - Certificate of Demanufacturing (Refrigerators/Freezers & A/C only)

_____ **** **BidSync – Hard Copies** ****

_____ Product Literature

_____ Warranty information

_____ Completion of the signatory block at the end of the Checklist

Proposals must be received via mail to NYSWDA no later than June 8, 2017 by 3:30 pm.

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 judgements, 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 and/or NYSERDA 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

Appendix C - Certificate of Demanufacturing

The vendor is responsible to remove from the dwelling and legally dispose of all replaced refrigerators, freezers and air conditioners. All refrigerators, freezers and 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), hydro chlorofluorocarbons (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"**, does 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 refrigerators, freezers and 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- Reference Sheet

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