Solicitation No. 3089056652

NATURAL GAS-FIRED DOMESTIC WATERHEATER REPLACEMENT

OKLAHOMA STATE BUREAU OF INVESTIGATION

FORENSIC SCIENCE CENTER

PURPOSE: The Oklahoma State Bureau of Investigation (OSBI) is seeking bids for the purchase, removal, and installation of one (1) 250-gallon, natural gas-fired, domestic water heater to replace one (1) existing end of life, 250-gallon, natural gas-fired, domestic water heater located on the 4th floor of the OSBI’s Forensic Science Center (FSC), located at 800 E. 2nd Street, Edmond, Oklahoma, 73034. This project consists of, but not limited to the following:

SECTION 1.0

STATEMENT OF WORK

* 1. Contract resulting from this solicitation shall be for the purchase, removal, and installation of one (1) new 250-gallon, natural-gas fired, domestic water heater for replacement of one (1) existing end of life 250-gallon, natural-gas fired, domestic water heater (Make/Model: **PVI 54 P 250A-G**) located on the 4th floor:

1.1.1 Properly disconnect and remove from site, one (1) existing end of life, 250-gallon, natural-gas fired, domestic water heater from the 4th floor. This facility possesses a freight-sized elevator with a 5,000-pound maximum capacity.

1.1.2 Install one (1) new 250-gallon, natural-gas fired, domestic water heater (equivalent *or better than* the removed existing end of life 250-gallon, natural-gas fired, domestic water heater) and in the current location. **No substitutions as to manufacturer or capacity.**

1.1.3 The domestic water heater will conform to a) applicable code for internal wiring of manufactured wiring equipment; b) will be ETL, UL or CSA certified as a complete natural-gas fired water heater assembly; c) gas train shall comply with UL Standard 795 and FM; and d) conform to ASME Section IV. Part HLW for water heater construction.

1.1.4 Make all connections (natural gas, electric, exhaust venting, pressure relief, etc.) as necessary to place new domestic water heater into service.

1.1.5 If the new domestic water heater can integrate with building automation system (BAS); then BAC-net™ automated building controls are specified. Awarded bidder must consult/engage the services of Automated Building Services (ABS) for the purposes of building automation integration. ABS specifies the use of Schneider Electric I/A field controllers and integrate into the existing OSBI Niagara N4 Server. OSBI Facilities has standardized the use of Schneider Electric I/A field controllers to provide continuity of operations and management oversight of building efficiency and occupant services. The awarded contractor shall only install LonMark compliant application specific controllers, certified by the LonMark Interoperability Association, and LonWorks programmable controllers for direct connection of all mechanical and miscellaneous equipment, sensors and controls or BACnet MSTP/IP based system. Installed system shall be fully compatible with the existing control systems currently installed within the OSBI-FSC.

1.1.6 Verify the new domestic water heater functions safely, correctly, and successfully passes certification by the Oklahoma Department of Labor.

1.1.7 Provide a minimum of one-year labor warranty on installation of new domestic water heater.

1.1.8 The OSBI shall conduct investigations on companies and individuals with whom it contracts to provide services including but not limited to a background investigation and national criminal history record check. The successful Contractor shall submit data as required by the OSBI for each proposed employee. No employee of the Contractor shall work on the premises until the individual is approved by the OSBI and any person found not acceptable to the OSBI will not be allowed to perform work at any OSBI facility.

1.2 Contractor will employ only licensed and qualified workers who are proficient in performing this type work. These personnel shall at all times be employees of the Contractor. Contractor’s employees are required to be a minimum age of eighteen with direct supervision on the premises or the age of twenty-one if not directly supervised. Contractor and Contractor’s employees must be United States citizens or be legally eligible to work in the United States. Contractor shall provide proof of eligibility of Contractor or Contractor’s employees to work in the United States as indicated to comply with OSBI requirements or local, State and Federal laws.

1.3 All equipment and tools shall be furnished by the Contractor and shall be properly maintained in proper working condition.

1.4 OSBI reserves the right to point out requirements being missed or neglected. Anything not acceptable in accordance with the contract shall be corrected immediately. Failure to do so will constitute grounds for filing Contractor complaints with the Office of Management and Enterprise Services/ Construction and Properties (OMES/CAP) potentially leading to corrective action.

1.5 All hazardous materials used by the Contractor to fulfill the requirements of this contract shall be marked as such. The Contractor shall provide the OSBI Procurement and Facilities Manager (or designee) the appropriate Safety Data Sheet (SDS) for each product before the work has started.

Disposal of such products off of State property is the responsibility of the Contractor and shall be done in accordance with all applicable laws, guidelines, regulations and codes.

1.6 Damage to OSBI property (fencing, signage, walls, etc.) as a result of negligence or intent by Contractor’s employee(s) or sub-contractors shall be professionally repaired at no cost to the OSBI. The Contractor shall complete such repair at Contractor’s cost or reimburse the OSBI for having the repair completed by another Contractor. Repairs will be completed on a timeframe agreed upon by the OSBI, OMES CAP and the contractor.

1.7 In an emergency affecting safety of person or property, the Contractor shall act, at the Contractor’s discretion to prevent threatened damage, injury, or loss.

1.8 The Contractor shall keep the premises clean of all rubbish and debris generated by the work involved and shall leave the premises neat and clean. The Contractor shall dispose of all surplus material, rubbish, and debris off site. Use of OSBI Facility trash container is not allowed under this contract.

SECTION 2.0

GENERAL TERMS

2.1 Gratuities: The right of the successful Contractor to perform under contract may be terminated by written notice if the Contracting Officer determines that the successful bidder, or its agent or another representative offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the State.

2.2 Debarment and Suspension: In accordance with 31USCA 6101, Executive Order 12549, the prospective bidder certifies, by submission of this Bid, that neither it nor its principals are presently or have not in the last three years been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded for participation in this transaction by any Federal Department or Agency, or convicted of a fraud related crime.

2.3 Indemnification: The Contractor shall agree to indemnify and hold the OSBI harmless against any and all bodily injury and property damage, deficiencies or liabilities resulting from any negligence on the part of the Contractor or nonfulfillment of any term or condition of this contract. The Contractor shall indemnify and hold harmless the OSBI under this contract from any and all assessments, judgments, costs, legal and other reasonable expenses incidental to any of the foregoing.