



Electrical Contractor Annual Procurement

For: *Weatherization Housing & Community Development*
402 Chandler Street
Jamestown, NY 14701
Phone: 716.661.9430

Dear Representative,

The Weatherization Assistance Program is soliciting an invitation to bid for the procurement of Electrical Contractor, for program year ending March 31, 2021.

Please be aware that "LEAD RENOVATOR" work practice certification is required for state bidding requirements.

Also enclosed is form #24 that includes the revised HCR Subcontractor Agreement PPM form. This form is required to be completed & returned with the bid.

Use the attached work specifications to submit your bid.

- Bids are to be received in a sealed envelope with "**WAP ELECTRICAL Procurement Bid**" written on the envelope.
- Bidders use the same price template (included) and must have a separation between materials and labor.
- Bidders must be licensed to perform electrical work in the cities of Jamestown and Dunkirk, documentation of such license required with bid.

**** NEW ITEMS ****

- 1. If not the winning bidder; would you would like to participate with overflow work at the approved bid price.**
 - 2. There will be a Testing and/or Reporting allowance that will be determined by COI after prior approval by a state HCR Rep.**
 - 3. Recorded to COI's Form #50 (see attached)**
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Submission Date: Bids must be received by: APRIL 30th, 2020 at 12:00 pm.

Send or deliver completed forms to:
Chautauqua Opportunities, Inc.
Housing and Community Development
402 Chandler Street
Jamestown, NY 14701
ATTN: Craig Rodgers, Ext. 2294

Bid Opening will be performed at 1:00 pm APRIL 30th, 2020 at the above mentioned address.

This bid will be considered on the basis of hourly service charge rate. The awarded bidder will be required to give an estimate for approval from Chautauqua Opportunities, Inc, on per job basis.

COI reserves the right to reject any or all bids for the following reasons:

- The bid does not fall within expected cost reasonableness as determined prior to opening of bids +or – 10% of the in-house estimate.
- The bid is not received in the manner described above.
- The bidder's availability does not meet the timeframe of the project.
- The bidder fails to complete all sections of the bid summation.
- The bidder is not in good standing with COI.
- If quoted price fails to give COI a savings/return investment per project then COI may retain the right to perform the job task in house.
- Waive or modify minor irregularities in proposal received after prior notification and concurrence of the Bidder.

If the winning bidder fails to execute a contract within a reasonable time, COI reserves the right to re-award the bid or solicit new submissions. All bidders will be notified in writing of the bid award.

Upon approval of the winning bid by this weatherization agency & the NYS DHCR authorized representative, additional required forms or documentation (ie. Contractor sub-agreement, etc.) may be required for completion of the award.

Bids must be typewritten or written in ink, and corrections must be initialed (Penciled bids will not be accepted).

Firm-Fixed Price

The quoted prices will be in effect until end of contract year March 31, 2020. If for any reason pricing cannot be met during this contract year, a written notice must be submitted in detail. Submittals will be required to be reviewed by HCR representative and may result in removal of awarded bidder.

Warranty

Winning bidders will warranty all products and workmanship for a total of 1 calendar year from date of work completed.

Winning bidder also warrants that the products will be of new condition and not reused or refurbished

Damaged or defective items or materials, in the opinion of the agency, shall be replaced at no cost to the agency.

Specifications Applicable to ALL Tasks:

- All work is to comply with state and local building codes
 - Contractor is to make minimal disturbance to occupants
 - Contractor is to work with "LEAD SAFE WORK PRACTICES" at all times
 - Contractor shall clean up all debris at no additional cost to the agency
 - Contractor will supply all materials, labor, and equipment necessary to complete the work as a whole
 - All services are to be provided in a polite and workman like manner.
 - Any additional work deemed necessary by the contractor must be approved by the agency through the use of a signed change order
 - The agency is to be notified immediately of any circumstances that exist where work cannot be performed due to issues such as potential safety problems or potential for damage to the home.
 - Post pictures must be included with all invoicing.
- Combustion appliances must be inspected at the end of each workday for proper draft and no spillage of exhaust fumes into dwelling and/or Blower Door reading (recorded to COI's Form #50).
- Work must be scheduled for installation within two weeks or earlier, with completion within two weeks from start date.

Summary of the Work:

Work covers demolition, renovations, remodeling, and associated work. Comply with codes, ordinances, rules, regulations, orders and other legal requirements of public authorities which bear on performance of work.

Time Management: Do your work during normal working hours (7:00 am -5:30 pm) unless special arrangements are made with the owner. Once work has begun, plan to remain on the site until completion of contract. Avoid working on holidays.

Protection: Protect other work during cutting and patching to prevent damage. Provide protection from adverse weather conditions for that part of the project that may be exposed during cutting and patching operations. Provide protection of family environment from exposure to harmful conditions and materials. Provide protection to floors, furniture, heating systems, and owner's other personal property.

Cleaning: Make sure to thoroughly clean areas and spaces where work is performed or used as access to work areas, including touch-up painting of marred surfaces. Properly dispose of all materials and construction debris.

The contractor shall limit use of the premises to the work indicated, so as to allow for owner occupancy. Keep existing driveways and entrances serving the premises clear and available at all times. Do not use lawn for parking or storage of materials without prior approval from the owner.

Manufacturer's Instructions: Where installations include manufactured products, comply with the manufacturer's applicable instructions and recommendations for installation, to the extent that these instructions and recommendations are more explicit and stringent than requirements indicated in the contract documents.

It shall be the contractor's responsibility to visit the site where work is to be done and ascertain the extent and the nature of the work involved. No extra cost by the contractor shall be entertained for failure of the contractor to visit the site and determine the job conditions affecting all phases of his work.

The use of alcohol and illegal drugs are not permitted on any worksite and could lead to a dismissal of contract

Contractor's Duties: Except as specifically noted, provide and pay for:

1. Building permits
2. Proper insurances.
3. Enforce strict discipline and good order among employees
4. Use of tobacco products is not permitted unless approved by the homeowner.
5. Labor, materials, equipment, And must be separated on final invoice
6. Tools, construction equipment, and machinery
7. Other facilities and services necessary for proper execution and completion of the work
8. Pay legally required sales, consumer, and use taxes
9. All buildings constructed pre 1978 contractor must work lead safe and provide an EPA "Renovation Recordkeeping Checklist" for each day worked.
- 10. Contractor must have current Liability and Workers Compensation Insurances on record at COI**
11. Contractor must be a EPA Lead-safe Certified Firm and provide a certificate to COI

All work will be completed according to the Workscope and all local, state, and federal code requirements. Workmanship is to be guaranteed a minimum of twelve (12) months from date of completion. Invoice will be paid after receipt assuming work passes final inspection approval.

Date: _____

Company name: _____

Signature: _____

Chautauqua Opportunities, Inc. reserves the right to reject any or all bids.

NON-COLLUSIVE BIDDING FORM

Sub-Grantee _____

By submission of a proposal, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint proposal each party thereto certifies, as to its own organization, under penalty of perjury, to the best of his knowledge and belief, that:

- (a) the prices in a proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - (b) unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
 - (c) No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition.
2. A proposal shall not be considered for award nor shall any award be made where subdivisions (a), (b), and (c) under item #1 have not been complied with provided, however, that, if in any case, the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reason therefore. Where subdivisions (a), (b), and (c) under item #1 have not been complied with, the proposal shall not be considered for award nor shall any award be made unless COI HOUSING AND COMMUNITY DEVELOPMENT (HCD) determines that such disclosure was not made for the purpose of restricting competition.
 3. Any proposal hereafter made to HCD by a corporate bidder for work or services performed or to be performed or for goods sold or to be sold, where competitive bidding is required by statute, rule, or regulation, and where such proposal contains that certification referred to in subdivision (a) of item #1, shall be deemed to be authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the signing and submission of the proposal and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Bidder Name: _____

Address: _____

License #(s) to conduct business in NYS and/or NYC, if applicable:

Name: _____ **Title:** _____

Signature: _____ **Date:** _____