



REQUEST FOR PROPOSAL

HVAC Contractors – Clean and Tune

November 2009

Proposals must be **RECEIVED** by December 16, 2009 @ 3:00pm

****Pricing Effective, January 1, 2010 –, September 30, 2010****

Any questions and concerns regarding this bid should be directed to:

Justin Brower – Purchasing Agent

518-690-0494 ext 48

justin@nyswda.org

Introduction

The New York State Weatherization Directors Association (NYSWDA) is identifying qualified HVAC Contractors and establishing pricing for Clean and Tunes of residential heating systems.

The pricing of these services will be regional and will be made available for utilization by agencies administering the Weatherization Assistance Program. Pricing is being requested by county or region for all of New York State, excluding the New York City/Long Island area. Specifications for work are provided later in this document.

Background

New York Weatherization Assistance Programs. The New York State's Weatherization Assistance Program is the largest low-income residential energy conservation program in the nation. For years New York has been a national leader in energy conservation efforts. Energy conservation measures funded through the program range from air sealing, to prevent infiltration of cold air and reduce drafts, to installation of insulation, to repairing, installing, and maintenance on heating systems. The program assists all types of housing units, from small homes to apartment buildings with hundreds of units. By promoting rigorous program standards and taking advantage of current technology to maximize the impact of the program, a return of more than three dollars in energy savings is realized for every dollar of Weatherization funds invested. There are 64 Weatherization Assistance Programs (agencies) throughout New York State. Every county has a designated program. The Weatherization Assistance Program provides energy conservation and 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. Since the inception of the program in 1976, more than 500,000 dwellings have been weatherized in New York.

New York received \$98.8 million in regular program funding for the 2009-2010 Program Year. In addition to this funding the American Recovery and Reinvestment Act (ARRA) will provide an additional \$394,686,513 in DOE program funds. Many subgrantees will receive allocations of Recovery Act funding that are three times their existing allocation, or even more. This increased funding has made it necessary for agencies to "ramp up" their production capabilities. A majority of agencies throughout the state will need to begin to subcontract or increase the number of subcontractors they use in order to complete their workload.

See the addendum on ARRA funding and regulations on page 15.

Submission Requirements

All quotations must be typewritten or written in ink, bids in pencil will not be accepted.
Any corrections must be initialed.

Completed bids are to be submitted before **December 16, 2009 at 3 pm.**

Please see the BID REQUIREMENTS page for a checklist of what constitutes a completed bid.

Failure by the contractor to comply with any part of this bid package may result in disqualification for inclusion on the Bidders List.

All proposals should be delivered in a sealed envelope to:

**Justin Brower – Purchasing Agent
NYSWDA
2 Charles Blvd
Guilderland, NY 12084**

Purpose

The purpose of this bid is to develop a list of qualified contractors, with regional pricing for Clean and Tunes. With an increase in workload, contractors will be an important resource to weatherization agencies.

Qualified Contractors shall be defined as those who meet all requirements of the bid, as specified on the Bid Requirements Checklist.

Regional pricing is obtained by allowing contractors to specify regions and/or counties in which they would like to bid. Pricing can vary for a contractor from county to county and contractors are welcome to bid on as many counties/regions as they see fit.

Important Note:

Keep in mind that pricing for projects funded by ARRA money will differ from the pricing on projects funded with normal allocations. Projects funded with ARRA require use of prevailing wage. The pricing sheets are set up for two-tiered pricing, one set of prices for projects paid for by normal allocations and one set of pricing for project paid for by ARRA funding.

For this solicitation, Subcontractor Agreements, work orders, and payment of invoices shall be established between the contractor and Weatherization Assistance Program Agency.

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

Inclusion on the Bidders List does not guarantee sales.

Non-Discrimination/Equal Opportunity

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

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.

Execution of Contract/Rejection of Bids

NYSWDA 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/service specifications

All Agencies will be notified of the qualified contractors placed on the Bidders List. The bid results will be listed from low bidder to high and where applicable different grade of bids, and/or all qualified contractors.

General Terms and Conditions

Bidders List

Bidders List – A collection or compilation of service providers that have demonstrated through documentation and performance to be considered competent and qualified to provide such services as specified in this solicitation. This Bidders List will be made available to Agencies requiring such services to utilize at the Agencies sole discretion. This Bidders List does not preclude or prevent Agencies procuring services independently.

Period - The Bidders List and pricing shall remain in effect from January 1, 2010 through September 30, 2010. If necessary, a renewal option will be exercised at NYSWDA's discretion.

Price Protection

The price will be firm and fixed for the term of this agreement. Notification of any economic price adjustment that must occur shall be made in writing to NYSWDA with adequate verification within **30 days** of change to the stated contract price upon the occurrence of specified contingencies. Economic price adjustments are of three general types:

(a) *Adjustments based on established prices.* These price adjustments are based on increases or decreases from an agreed-upon level in published or otherwise established prices of specific items or the contract end items.

(b) *Adjustments based on actual costs of material or delivery of material.* These price adjustments are based on increases or decreases in specified costs of material that the vendor actually experiences during contract performance.

(c) *Adjustments based on cost indexes of material.* These price adjustments are based on increases or decreases in material cost standards or indexes that are specifically identified in the contract.

Contractor Obligations

To be qualified for inclusion on the Bidders List the contractor agrees:

- A. To comply with all applicable laws, ordinances, codes and regulations of local, state and federal governments, including the obtaining of all required permits and licenses, at no additional cost to the Agencies.
- B. To perform the work in a workmanlike manner acceptable to the Agency. The contractor shall promptly correct all work rejected as defective or non-conforming by the Agency, by terms specified in the General Conditions, or term mutually agreed on between the Agency and contractor.
- C. To repair all surfaces and work damaged by the contractor resulting from work resulting from this solicitation, at no additional cost to the Agency. Repair of existing work means that the item shall be restored to equal condition by patching or replacing and finished work shall match adjacent work in design and dimension.

- D. To keep the work premises broom clean and orderly during the course of the work and remove all debris upon completion of the work.
- E. To guarantee the work performed and materials supplied to be free from defects for a period of one year, or term mutually agreed upon between the agency and contractor, from the date of final acceptance of all the work required by this solicitation on the unit, or the building containing the unit, if later. The Agency will issue, on its letterhead, the date of final acceptance to the contractor.
- F. Acceptance of faulty work, or failure on the part of the Agency to discover defects, will not relieve the contractor of responsibility to correct the defects as set forth herein within the guarantee period.
- G. Where applicable, to provide quality materials in accordance with this solicitation's specifications and use them in accordance with generally accepted construction practices.
- H. To fully cooperate with the Agency or in promptly completing all necessary forms and progress reports as may be required for the proper administration of the project.
 - 1. All work assigned to the contractor will be identified by a Job Number and the contractor shall similarly label all invoices, work change orders, etc. with the same number for purposes of identification.
 - 2. The contractor shall provide all required information on forms supplied by the Agency, or shall supply to the Agency the information necessary for the completion of such forms.
- I. To provide all labor, tools and equipment necessary to perform as specified in this solicitation in an efficient, workmanlike and expeditious manner.
- J. To maintain work force composition as specified in bid solicitation where minority and/or low-income hiring was part of the bid consideration.
- K. That where work change orders are allowed:
 - 1. Any deviation from the work specified in the work order and specifications shall be authorized only by written work change order, signed by both parties.
 - 2. No additional payment shall be made to the contractor because of a work change order unless so specified by the order.
 - 3. Work change orders will be granted only for work necessitated by conditions which could not reasonably have been foreseen by the contractor at the time of submission of bids.
- L. That if the Agency provides the materials necessary for the weatherization work to be performed, the contractor shall:
 - 1. Sign for all materials supplied by the Agency and assume responsibility for all such materials.
 - 2. Submit a written requisition for any additional materials needed to complete the job.
 - 3. Replace any materials damaged or misused by the contractor or through the contractor's failure to provide proper control or safekeeping.
 - 4. Upon completion of all work, but before final approval, return any unused materials to the agency.
- M. That time is of the essence in the performance of work related to this solicitation. The services of the contractor shall be undertaken and completed in such sequence as to assure their expeditious completion.

General Conditions

- I. Inclusion to Bidders List will be based on bid amount and other factors, and shall be made only to responsible contractors that possess the potential ability to perform successfully under the terms and conditions stated in this Bid Package. Preference shall be made to contractors who perform the work themselves and not subcontracting to other entities or doing business under any name other than listed on the cover letter. Furthermore, the contractor's integrity, compliance of public policy, experience, financial, and technical resources will be of consideration in the bidding process.
- II. The contractor will be contacted by phone, or fax, authorizing the work to be done with client's name, location, job number and building type. The contractor will be expected to have the unit completed within fourteen (14) days of being authorized to perform work on the unit. Upon completion of work the contractor will notify the Agency within three (3) days.
- III. Payment:

The successful contractor will send an invoice which will include the client's name, address, job number, material cost and labor costs. The bill will be paid in full after New York State DHCR Weatherization certification process has been completed.

 - A. When the Agency Inspector notifies the contractor by a phone call that the work performed or part of work performed does not conform to the terms of the contract, the contractor shall, within ten (10) days, correct such defective work and shall bear the entire cost of doing so.
 - B. If the Contract provides for work to be performed on more than one dwelling, and the contractor has completed work on one or more, but not on all dwellings, but is delayed through no fault of his own from fully performing the contract, he shall notify the Agency in writing. If the reasons are satisfactory, he may be allowed to begin work on another dwelling. He may also request that the Agency inspect and approve for certification and payment any dwelling or dwellings already complete at the time the delay occurs.
- IV. Interest of the Contractor

The contractor represents that its officers and employees have no interest, and covenants that they will not acquire any interest, direct or indirect, which would conflict, or appear to conflict in any manner or degree with the performance of the contractor's services or obligations under work resulting from this solicitation. The contractor further covenants that in the performance of work resulting from this solicitation, no person having any such interest shall be employed.
- V. Independent Contractor

With respect to any activities carried out in connection with work resulting from this solicitation, the contractor shall not be the agent of the Federal Government, a Federal Subgrantee, the DHCR or the Agency, nor shall the contractor represent to any person, foundation, group, organization or governmental entity that it is acting as an agent for the Federal Government, a Federal Subgrantee, the DHCR or the Agency, or that it is entitled in any way to act on behalf of, or incur obligations on behalf of the Federal Government, a Federal Subgrantee, the DHCR or the Agency.
- VI. Assignment

Work resulting from this solicitation is intended to secure the services of the contractor because of its ability and reputation and none of the contractor's services or obligations from work

resulting from this solicitation shall be assigned, subcontracted or transferred without the prior written consent of the Agency.

VII. Indemnification

- A. The contractor agrees to indemnify and hold harmless the Agency and its employees, the unit owner and occupants from and against all suits, actions or claims of any character, time and description brought for or on account of any damages, losses or expenses including legal fees, arising out of performance of the work herein, caused in whole or in part by the contractor's negligent act or omission, or that of anyone employed by them for whose acts the contractor may be liable.
- B. The contractor agrees to indemnify and hold harmless any unit owner or occupant from any liability for non-payment to, or any disputes as to payment with, any contractor or vendor and to immediately bond and secure the release of any lien obtained against the unit or building containing the unit for work performed pursuant to work resulting from this solicitation.
- C. The Agency shall have the right to withhold from any payments due, or becoming due, to the contractor, an amount which it deems to be sufficient to cover any expenses, cost, damages or loss that may be incurred by it as result of such events as those referenced above.
- D. The contractor shall indemnify DHCR as a certificate holder and additional insured, and must contain a provision that the insured shall give notice that the coverage afforded under the policies will not be cancelled or that DHCR's interest will not be otherwise affected until at least thirty days prior notice has been given to DHCR.

VIII. Records

The contractor shall retain all papers and records in connection with work performed for a minimum of three (3) years and access will be provided to DHCR, the US Department of Energy, Federal or State Comptroller or their representatives for the purpose of audit, examination, excerpts or transactions.

IX. Conduct of the Agreement

A. Delays

When good cause is shown for delay in the work by the contractor, the Agency shall make a determination specifying alternative payment procedures and/or an extension of time allocated for performance of work resulting from this solicitation based on confirmation of the delay. Such delays may include, but are not limited to, any of the following: changes in the work, labor disputes, fire, flood, unavoidable casualty or damage to materials, an act or neglect of the property owner or such cause beyond the control of the Agency.

B. Liquidated Damages

It is understood and agreed that, if said properties are not completed within the time specified in the Subcontract Agreement, plus any extension of time allowed by the Agency pursuant thereto, the actual damages because of any such delay will be uncertain and difficult to ascertain, and it is agreed that the reasonable foreseeable value of such delays would be the sum of \$25 per day for each day's delay in fully completing said properties beyond the time specified in the Subcontract Agreement and any extension of such time allowed thereunder. The amount of \$25 per day will be accrued by the Agency and will be deducted from any monies due contractor before any payment is made to said contractor.

X. Termination of Convenience:

The Agency and contractor may mutually agree to terminate this Contract at any time upon whatever terms may be acceptable to both parties. Such Agreement is to be put in writing and signed by each party to the contract.

INSURANCE REQUIREMENTS

The Contractor shall purchase and maintain such insurance as will protect the Contractor and identify the Agency and DHCR as a named insured, from claims set forth below which may arise out of or result from the Contractor's operations or performance of the work, whether such operations be conducted by the Contractor or by a subcontractor or anyone directly or indirectly employed or acting as an agent by either for whose act any may be liable.

1. Claims under Worker's Compensation, disability benefit and other similar employee benefit acts;
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of its employees;
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees;
4. Claims for damages insured by personal injury liability coverage which are sustained (a) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (b) by any other person;
5. Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting there from;
6. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle; and
7. Claims for damages due to loss of money or other property sustained through any fraudulent or dishonest acts committed by any board members (officers) or employers.

The insurance required by this section shall be written for not less than any limits of liability specified below, or required by law, whichever is greater*. Such insurance shall also include contractual liability insurance applicable to the Contractor's Obligations.

*Individual agencies may require increased limits.

	Limits
1. Workers' Compensation	
(a) State	Statutory
(b) Applicable Federal (e.g., Longshoremen's)	Statutory
(c) Employer's Liability	\$500,000 to Unlimited
2. Comprehensive General Liability (including Premises - Operations; Independent Contractor's Protective; Products and Completed Operation Broad Form Property Damage)	
(a) Bodily Injury (each occurrence)	\$500,000**

(b) Property Damage (each occurrence)..... \$500,000**

(c) Fire and Lightning Coverage \$_____

**Instead of the \$500,000 per occurrence limits in (a) and (b), the Contractor may opt to obtain \$1,000,000 Single Limit Liability coverage for bodily injury and property damage.

3. Completed Operations and Products Liability shall be maintained for two years after final payment.

4. Comprehensive Automobile Liability

(a) Bodily Injury

(1) Each personStatutory

(2) Each occurrence.....Statutory

(b) Property Damage (each occurrence).....Statutory

Certificates of Insurance

Certificates of Insurance in accordance with minimum requirements set forth above must be on file with the Agency indicating coverage beginning prior to commencement of the work. These certificates shall identify the Agency and DHCR as the certificate holder and additional insured, and must contain a provision that the insurer shall give notice that coverage afforded under the policies will not be canceled or that Agency's interest will not be otherwise contractor/vendor affected until at least thirty days prior written notice has been given to the Agency.

Work Specifications

Specifications for Clean & Tune of Gas Fired Warm Air Furnaces

Read the special notes and perform the task described.

1. Adjust the thermostat to its lowest setting.
2. Close all manual gas supply valves, both pilot and main supply.
3. Read lighting and/or operating instructions for furnace if available.
4. Clean heat exchanger and flue passages.
5. **Using a strong light source, visually check heat exchanger and flue passages for cracks, holes, and other conditions that would otherwise allow combustion products to enter occupied spaces through warm air registers. **If a cracked heat exchanger is found, contact the Weatherization Program immediately.**
6. Check Flue for deterioration. Reassemble smoke pipe. Use hex #7 self-tapping sheet metal screws to secure sections of single wall smoke pipe. Cement smoke pipe or thimble if used into chimney connection with top and bond or equivalent. Replace deteriorated pipe sections as needed.
7. *Reattach any loose or separated air duct. Replace missing sections as needed. Add any additional charges for reconnection of ductwork or addition of new ductwork or replacement of missing pieces. **REQUIRES PRIOR APPROVAL OF WAP QUALIFIED REPRESENTATIVE.**
8. Locate pilot or ignitor. Use spark proof flashlight.
9. Smell and listen for gas inside combustion chamber. If gas is present do not proceed until this condition is corrected. If there is a standing pilot continue with step #14. If not go to step #18.
10. If pilot gas main is connected before main gas shut off, clean and light the pilot.
11. If pilot gas main is after main shut off: close pilot valve, open main shut off and listen for gas entering the furnace. If leakage is noticed, turn main valve off and determine cause of leakage and repair. If no leakage is noticed: clean the pilot, open the pilot valve and light the pilot.
12. Check pilot flame for size (to reach burner but not waste gas), blue color, stability and position to insure quick, safe lighting of main burner. If pilot flame is yellow re-clean pilot light.
13. Test pilot safety. Go to step #19.
14. Test direct or intermittent ignition for function and safety control.
15. Check main burner, including position of any baffles. Vacuum dust from primary air intake.
16. Clean and check blower. Check fan belt and adjust/replace belt as necessary. Oil blower bearings if not sealed and tighten all bolt fasteners and pulley set screws. Install new air return filters.
17. Test fan control operation. Generally set at 130 degrees ON, 100 degrees OFF and 180-190 degrees HIGH LIMIT.
18. Determine type of safety system. If manual, reset engage mechanism.
19. Test limit control operation.
20. Turn thermostat above room temperature.
21. Turn on main valve.
22. If standing pilot, check "off time" after pilot has heated up.
23. Inspect all controls and operate them.
24. Check gas pressure with a manometer and reset if necessary to 3.5 inches water for natural gas and

11" for LP gas while main burner is lit.

25. Check burner adjustment and draft diverter.
26. Check thermostat operation.
27. Operate system and make a flue gas analysis. Check draft and adjust draft diverter or draft regulator as necessary.
28. Make adjustments for maximum combustion efficiency.
29. Adjust thermostat to temperature the customer desires.
30. Complete Weatherization furnace tag attached to the heating unit by writing in combustion efficiency data. Return the completed tune-up worksheet and signed invoice for the work completed to the Weatherization Program.
31. **Clean up and take all your trash with you.**

*Additional costs to be added to clean and tune.

Contact Weatherization Program for prior approval to perform additional work.

Specifications for Clean & Tune Of Oil Fired Warm Air Furnaces

Read the special notes and perform the task described.

1. Adjust the thermostat to its lowest setting.
2. Disconnect heating unit power source using disconnect at furnace or emergency shut off switch.
3. Shut off fuel oil at tank valve or valve on tank side of oil line filter canister. Replace canister filter.
4. Read operating/service instructions for furnace if available.
5. Remove furnace smoke pipe and clean completely, including draft regulator. Inspect for deterioration particularly rust penetrations.
6. Clean chimney breaching area completely and the chimney as necessary to remove obstructions to flue gas overflow.
7. ****Remove burner-mounting plate. Clean flue passage, heat exchanger, and combustion chamber. Inspect combustion chamber and liner for serviceability. Contact the Weatherization Program immediately if it is not serviceable.**
8. ****Using a strong light source, visually check heat exchanger and flue passages for cracks, holes, and other conditions that would otherwise allow combustion products to enter occupied spaces through warm air registers.**
9. Inspect and clean burner air tube and air cone. Be sure that the air cone is secured to the air tube and the weep is open and down.
10. Reinstall burner-mounting plate. Use a new gasket of comparable material if the old one is damaged. Prepare and seal all furnace joints, sections, clean-out doors and the base area as necessary with furnace cement to close off air leaks into the combustion chamber.
11. *Reassemble smoke pipe. Use hex #7 self-tapping sheet metal screws to secure sections of single wall smoke pipe. Cement smoke pipe or thimble if used into chimney connection with top and bond or equivalent. Replace deteriorated pipe sections as needed.
12. Check installation for completeness; including flue, draft regulator, controls, wiring, oil burner gun components and oil line. Prior approval required for additional materials needed to complete installation.
13. Reattach any loose or separated warm/cold air duct. Use hex head #7 self-tapping sheet metal screws. Replace missing sections as needed at additional cost.
14. Remove gun drawer assembly (oil pipe, electrode supports, nozzle, etc...) by removing the gun burner service panel or lifting the high voltage transformer.
15. Remove old nozzle and clean the gun drawer assembly to remove soot and residue build up. Flush the oil pipe and nozzle adapter to remove any foreign material in the line.
16. Clean burner fan blades with brush and vacuum and wipe with rag. Realign any bent vanes or entire blower within burner case if necessary.
17. Lubricate burner electric motor bearings with correct oil as recommended by manufacturer. Check that motor is securely mounted and correct.
18. *Inspect flexible coupling between motor and oil pump including condition, alignment and any set of screws. Correct if necessary.
19. Operate fuel oil pump to flush fuel oil line from tank to pump. Clean fuel oil pump strainer using clean oil or kerosene.
20. Check oil line connections and fuel oil pump mounting for tightness. Correct if necessary.
21. Clean air bands/shutter.
22. Install new nozzle, following manufacturer's recommendations, onto gun drawer assembly.

23. *Inspect and reset electrode assembly, static plate, choke, turbulator and burner head. If defective components are found replace with trade comparable.
24. Clean and oil fan motor.
25. Clean and check blower. Check fan belt and adjust/replace belt as necessary. Oil blower bearings if not sealed and tighten all bolt fasteners and pulley set screws. Install new air return filters.
26. Insert pressure gauge into oil pump pressure port. Start the burner, bleed off any entrapped air and adjust the nozzle pressure to manufacturers specification; usually 100 pounds per square inch gauge pressure.
27. ** Shut off burner and check pressure gauge for pressure holding at 75-90 pounds per square inch gauge pressure cut-off point. If pressure drops back to 0 it indicates leaky cut-off or loose connection. Correct loose connections. Retest. **If pressure still drops back to 0, contact The Weatherization Program and continue servicing.**
28. Test burner control "no fire" safety lock out with ignition transformer disconnected. Time burner-on cycle and compare with controller manufacturer specification.
29. Test ignition transformer for serviceability by drawing a strong, unfaltering spark of at least $\frac{3}{4}$ " between the high tension terminals and at least $\frac{3}{4}$ " between each high tension terminal and the case ground or show a "good" reading on a trade standard ignition transformer tester.
30. Complete reassembly of burner unit and check that it is ready to operate safely. Operate the burner to remove any remaining entrapped air in oil lines. Restart the burner and check that the oil fires within 1 second after the motor starts or the oil line solenoid valve opens. If not, correct the problem. Allowing the burner to operate, adjust the primary air control for eyeball no. 1 smoke.
31. Test fan control operation. Generally set at 130 degrees on, 100 degrees off and 180-190 degrees high limit.
32. Test limit control operation.
33. Measure over-fire draft and adjust draft regulator for an over-fire draft of not less than .02 inches of water column in the combustion chamber with oil burner running.
34. Adjust primary air band or shutter to obtain a flue gas smoke density as close to smoke spot number 1 or 0 as possible. **Any test with smoke spot number greater than 2 is unacceptable** and requires further service work on service persons part to correct the condition causing poor combustion.
35. Operate system and make a flue gas analysis.
36. Make adjustments for maximum efficiency.
37. Adjust thermostat to temperature the customer desires.
38. Complete Weatherization furnace tag attached to the heating unit by writing in combustion efficiency data. Return the completed tune-up worksheet and signed invoice for the work completed to the Weatherization Program.
39. **Clean up and take your trash with you.**

*Additional costs to be added to clean and tune.

** Contact Weatherization Program for prior approval to perform additional work.

American Recovery Act Addendum

Davis Bacon Act

The Weatherization Assistance Program was established in 1976. The program has historically not been subject to the Davis Bacon Act (DBA) prevailing wage requirements. However, on February 17, 2009, President Obama signed the Recovery Act to jumpstart the economy by saving and creating jobs, and to foster weatherization and energy efficiency efforts and achieve other goals. Section 1606 of the Recovery Act specifically requires that all laborers and mechanics employed by contractors and subcontractors on any project “funded directly by or assisted in whole or in part by” Recovery Act funds be paid prevailing wages as determined by the Secretary of Labor. Thus, Weatherization Assistance projects funded or assisted in whole or part by Recovery Act funds are now subject to DBA prevailing wage requirements. Accordingly, contractors and subcontractors must ensure that any laborers and mechanics employed on projects funded or assisted in whole or in part by Recovery Act funds are paid prevailing wages as determined by the Secretary of Labor for construction, alteration, and/or repair (including painting and decorating). Grantees and subgrantees with the exception of state and local government, that use their own employees to perform this work, will also pay these employees the DBA prevailing wage rate. If the entity receiving Recovery Act assistance for such projects contracts out the weatherization work, it must ensure that the DBA requirements flow down to the subcontractors that employ laborers and mechanics that do the work.

Under the Davis-Bacon and related Acts, the contractor is required to pay not less than prevailing wage, including fringe benefits, as predetermined by the Department of Labor. The contractor's obligation to pay fringe benefits may be met either by payment of the fringe benefits to bona fide benefit plans, funds or programs or by making payments to the covered workers (laborers and mechanics) as cash in lieu of fringe benefits. (See attached wages)

However, as before, Weatherization Assistance Projects not funded with Recovery Act funds are not subject to the prevailing wage requirements.

In addition, subcontractors on weatherization projects funded or assisted in whole or part by Recovery Act funds shall ensure that all laborers and mechanics on a project are paid on a weekly basis and must submit weekly certified payroll records to the contracting and administering agency. (The Agencies will provide the necessary certified payroll forms)

This project wage determination is issued in response to a request from the Department of Energy (DOE) for prevailing wage rates specific to weatherization of residential structures as those structures are defined in the All Agency Memorandum 130 and 131. This wage determination has application only to weatherization construction projects on existing residential structures as described in the SF 308 submitted by DOE. The primary purpose of the project for which this wage determination is being issued is weatherization and is not for the renovation, repair, or new construction of residential structures. All other types of residential construction projects are subject to the published general residential wage determinations for the State of New York found on www.wdol.gov.

The first figure in each classification column is the hourly rate and the rate following the “+” is the fringe benefit rate.

Davis-Bacon Prevailing Wage for Weatherization			
County	Wage Rate/ hr + Fringe Benefits	County	Wage Rate/ hr + Fringe Benefits
Albany	\$14.22 + 6.12	Niagara	\$18.00 + 4.13
Allegany	\$11.25 + 0.56	Oneida	\$20.00 + 0.38
Bronx	\$15.00 + 4.04	Onondaga	\$15.50 + 3.92
Broome	\$10.86 + 2.11	Ontario	\$17.57 + 5.73
Cattaraugus	\$11.25 + 0.56	Orange	\$17.00 + 5.25
Cayuga	\$15.50 + 3.92	Orleans	\$17.57 + 5.73
Chautauqua	\$22.00 + 3.14	Oswego	\$15.50 + 3.92
Chemung	\$10.86 + 2.11	Otsego	\$10.13 + 1.42
Chenango	\$15.82 + 3.40	Putnam	\$31.23
Clinton	\$11.33 + 3.91	Queens	\$31.23
Columbia	\$14.11 + 3.38	Rensselaer	\$24.00 + 3.46
Cortland	\$10.86 + 2.11	Richmond	\$31.23
Delaware	\$13.88	Rockland	\$31.23
Dutchess	\$14.88	Saratoga	\$15.64 + 2.92
Erie	\$18.00 + 4.13	Schenectady	\$13.50
Essex	\$11.33 + 3.91	Schoharie	\$10.82 + 2.09
Franklin	\$11.33 + 3.92	Schuyler	\$11.25 + 0.56
Fulton	\$15.82 + 3.40	Seneca	\$14.49 + 3.22
Genesee	\$17.57 + 5.73	St. Lawrence	\$15.82 + 3.40
Greene	\$14.11 + 3.38	Steuben	\$9.00 + 3.79
Hamilton	\$10.86 + 2.11	Suffolk	\$31.23
Herkimer	\$20.00 + 0.38	Sullivan	\$10.00
Jefferson	\$15.82 + 3.40	Tioga	\$9.55 + 1.29
Kings	\$16.33 + 0.94	Tompkins	\$10.86 + 2.11
Lewis	\$12.40 + 1.03	Ulster	\$17.00 + 5.25
Livingston	\$16.42 + 2.52	Warren	\$12.73 + 6.47
Madison	\$15.50 + 3.92	Washington	\$14.22 + 6.12
Monroe	\$17.42 + 1.81	Wayne	\$17.57 + 5.73
Montgomery	\$15.64 + 2.92	Westchester	\$31.23
Nassau	\$31.23	Wyoming	\$12.25 + 2.27
New York	\$31.23	Yates	\$12.00 + 5.29

Bidder's Checklist

- _____ Appendix A - Affidavit of Non-Collusion
- _____ Appendix B - Qualified Bidders Statement
- _____ Appendix C - Bidding Regions Checklist
- _____ Disclosure of Impending Investigations - list any impending or active investigations or litigation that could adversely affect the ability or capacity of the bidder to carry out the work plan. If none, please specify.
- _____ Completed Pricing Sheet(s)
- _____ Completion of signatory block on this page

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 RFP thoroughly and agree to all specifications, terms and conditions. **Bids may not be accepted if incomplete.**

Business Name:	
Authorized Representative:	Please Print
E-Mail Address	
Phone/Fax Number	
Customer Service(order taker)	
Signature	

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

Appendix A

NYS DIVISION OF HOUSING AND COMMUNITY RENEWAL

WEATHERIZATION ASSISTANCE PROGRAM

DHCR # 24 NON-COLLUSIVE BIDDING

1. By submission of a proposal, each applicant and each person signing on behalf of any applicant 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:
 - 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 applicant or with any competitor;
 - unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the applicant prior to opening, directly or indirectly, to any other applicant or to any competitor; and,
 - no attempt has been made or will be made by the applicant 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 (1) (a), (b) and (c) have not been complied with provided, however, that if in any case the applicant cannot make the foregoing certification, the applicant shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reason therefore. Where (1) (a), (b) and (c) above have not been complied with, the proposal shall not be considered for award nor shall any award be made unless the NYS Division of Housing and Community Renewal (DHCR) determines that such disclosure was not made for the purpose of restricting competition.
3. Any proposal hereafter made to DHCR by a corporate applicant 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 (1) (a) of the paragraph, shall be deemed to have been authorized by the Board of Directors of the applicant, 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.

APPLICANT: _____

ADDRESS: _____

LICENSE NO. TO BUSINESS IN NYS

AND/OR NYC, IF APPLICABLE _____

AUTHORIZED SIGNATURE: _____

DATE: _____

NAME (Print) _____

DATE: _____

Appendix B - Qualified Bidders Statement

Bidder Information

Legal Company Name _____

D/B/A _____

Address _____ City _____ State _____ Zip Code _____ Telephone _____

Company Structure

Corporation
 Partnership
 Individual
 Other

If Other Explain: _____

State of Incorporation or Registration _____ Number _____ Number of Years In Business _____

Principals

List the name, address, telephone number and position of each principal of the company. (Attach additional pages if necessary.) "Principal" means each officer and director of the bidder and each shareholder, partner and co-venturer who either controls or owns, directly or indirectly, a ten percent or greater interest in the bidder or who will actively participate in the performance by the bidder of the proposed contract.

Name	Address	Phone #	Position
		()	

Which licenses, if any, does your company hold?

Plumbing # _____ Issued By: _____ Date: _____
 Electrical # _____ Issued By: _____ Date: _____
 Other # _____ Issued By: _____ Date: _____

Woman/Minority-Owned Business

Is this a woman or minority owned business? Yes No

If "Yes" is it qualified as such with the State of New York? Yes No Certification #: _____

Affiliation

List all other businesses in which the majority owners, partners, officers and shareholders have held an affiliation or interest in the past five years. (Attach additional pages if necessary.)

Name of Business	Address	Work/Service Performed	Contact Person	Phone #
				()
				()
				()

WAP History

List all Weatherization Assistance Program (WAP) subgrantees (if any) for which you completed work :

Subgrantee Name	Dates of Work

Insurance

Insurance Company

Address

City

State

Zip

Type of Coverage:

\$ Amount:

Contact Person:

Telephone:

Are there any claims pending against your auto/general contractor liability coverage? Yes No

If "Yes", amount of claim(s):

Bonding Company

Address

City

State

Zip

Contact Person

Telephone

Project History

Complete the following information for 3 recent or current projects/clients for use as references:

Owner/Project Name:		
Address		
Contact Person	Phone #	Cost of Project
Did you subcontract any portion of the contract work? <input type="checkbox"/> Yes <input type="checkbox"/> No		
If so, approximately how much of the work did you subcontract?		
Name of Subcontractor	Description of Subcontracted Work	

Owner/Project Name:		
Address		
Contact Person	Phone #	Cost of Project
Did you subcontract any portion of the contract work? <input type="checkbox"/> Yes <input type="checkbox"/> No		
If so, approximately how much of the work did you subcontract?		
Name of Subcontractor	Description of Subcontracted Work	

Owner/Project Name:		
Address		
Contact Person	Phone #	Cost of Project
Did you subcontract any portion of the contract work? <input type="checkbox"/> Yes <input type="checkbox"/> No		
If so, approximately how much of the work did you subcontract?		
Name of Subcontractor	Description of Subcontracted Work	

Qualified Bidders Statement Affirmation

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 C - Bidding Regions

Please indicate which REGIONS/COUNTIES you are willing to work in:

If only parts of a county are served, please make note next to county name

Capital Region: Entire Region

- Columbia
- Albany
- Greene
- Rensselaer
- Schenectady
- Saratoga
- Warren
- Washington
- Hamilton

Western NY: Entire Region

- Niagara
- Alleghany
- Erie
- Cattaraugus
- Chautauqua

Mid-Hudson: Entire Region

- Ulster
- Sullivan
- Rockland
- Orange
- Putnam
- Westchester
- Dutchess

North Country: Entire Region

- St. Lawrence
- Jefferson
- Lewis

North Country – Adirondack: Entire Region

- Essex
- Clinton
- Franklin

Finger Lakes: Entire Region

- Wayne
- Seneca
- Ontario
- Monroe
- Orleans
- Livingston
- Genesee
- Wyoming

Southern Tier: Entire Region

- Steuben
- Delaware
- Schuyler
- Tioga
- Tompkins
- Chemung
- Broome
- Chenango
- Otsego
- Yates

Central New York: Entire Region

- Madison
- Cortland
- Cayuga
- Onondaga
- Oswego

Mohawk Valley: Entire Region

- Schoharie
- Montgomery
- Fulton
- Herkimer
- Oneida

Clean and Tune Pricing Sheet

I hereby bid the following amounts on Clean and Tunes of Gas and Oil Furnaces. PRICES QUOTED WILL REMAIN INTACT UNTIL September 30, 2010. The subcontractor agrees to service all systems in accordance with the specifications stated in the request for proposal document issued with this pricing sheet.

Please feel free to submit multiple pricing sheets based on geographic location. Please specify region or county as applicable (see bidding regions checklist).

Region: _____ County: _____
 (write "all" under county if entire region maintains the same pricing)

Non-ARRA Projects

Work Description	Materials	Labor	Total
Gas Furnace Clean and Tune			\$
Oil Furnace Clean and Tune			\$

Hourly Rate for Additional Labor: \$ _____

Additional labor will be approved by the WAP Agency and will be documented by the use of a change order

ARRA Funded Projects

Use wage table on pg 16 for minimum wage rates.

*The included wage table designates the minimum wage rate that must be paid to laborers/mechanics. It is understood that a higher rate may already be paid to those employees at which point Davis Bacon rates may not effect pricing. Agencies will provide paperwork to show proof of compliance to contractors.

Work Description	Materials	Labor*	Total
Gas Furnace Clean and Tune			\$
Oil Furnace Clean and Tune			\$

Hourly Rate for Additional Labor: \$ _____

Additional labor will be approved by the WAP Agency and will be documented by the use of a change order

Pricing submitted by:

 (Signature)

Date _____

 (Printed Name of Signature)

 (Business Name)