



Comprehensive Energy Assistance Program Materials and Labor Bid Packet

Economic Action Committee of the Gulf Coast (EACGC) is soliciting Material and Labor Bids from licensed HVAC contractors for HVAC Services for its Comprehensive Energy Assistance Program (CEAP). Experience related to the installation of HVAC materials funded through the use of federal funds is desired and preferred. HVAC Services are to be provided in EACGC's 2 county service area consisting of the following counties: MATAOGRDA and WHARTON. The successful bidder must be able to service each county within 48 hours (exceptions apply).

Bid packets can be found at www.eacofthegulfcoast.com. A pre-bid conference will be held at 9:30 a.m. on Monday, May 23, 2022, at 904 Whitson, Bay City, Texas 77414. Completed bid packets must be received no later than 3:00 p.m. on Wednesday, June 1, 2022. Bid packets may be hand delivered to 904 Whitson, Bay City, Texas, 77414, or mailed to P.O. Box 1685, Bay City, TX 77404. However, EACGC will not be held responsible for late or delayed delivery. Bid packets will not be accepted after the deadline. All bid packets must be received in a sealed envelope clearly marked "Comprehensive Energy Assistance Program – Materials and Labor Bid Packet."

Bid packets will be opened at 10:00 a.m. on Thursday, June 2, 2022, at a public bid opening at 904 Whitson, Bay City, Texas, 77414. The selection process will be based on standardized scoring and competitive negotiation. EACGC reserves the right to refuse any and all bids. This HVAC contract will be awarded for a one-year term and may be extended on a yearly basis up to an additional four (4) years based on satisfactory performance and the availability of funds.

Economic Action Committee of the Gulf Coast is an equal opportunity employer.

ECONOMIC ACTION COMMITTEE OF THE GULF COAST
Comprehensive Energy Assistance Program
Materials and Labor Bid Schedule

Date	Activity
Monday, May 16, 2022	Advertisement and Public Posting
Monday, May 23, 2022	Pre-Bid Conference at 9:30 a.m.
Wednesday, June 1, 2022	Bid Packets Due by 3:00 p.m.
Thursday, June 2, 2022	Open Bid Packets 10:00 a.m.
Wednesday, June 8, 2022	Finish Review and Evaluation of Bid Packets
Thursday, June 9, 2022	Notify Bidders of Outcome

ECONOMIC ACTION COMMITTEE OF THE GULF COAST
Comprehensive Energy Assistance Program
Description of Work

The Comprehensive Energy Assistance Program is operated under the rules, regulations, and requirements set forth by the Texas Department of Housing and Community Affairs (TDHCA) at 10 TAC Chapter 6, Subchapter C. Materials and labor must meet all TDHCA standards and all installations of HVAC materials shall be in accordance with the 2020 version of Standard Work Specifications (SWS) and the 2015 version of International Residential Code (IRC). Materials and labor must also be in full compliance with all applicable program guidelines and all applicable federal, state, and local codes.

HVAC - All work performed must be completed by a licensed HVAC professional. Measures may include but are not limited to:

- Replacing window AC units with Energy Star units.
- Repairing/replacing central units with Energy Star units.
- Repairing/replacing gas & propane furnaces.
- Related electrical connections, disconnections, and whips.

Plumbing - All work performed must be completed by a licensed plumber. Measures may include but are not limited to:

- Installing vented space heaters.
- Installing wall mounted space heaters.

Bid prices for materials and labor must be in written form and submitted on the Materials and Labor Bid Sheets (Attachment 1). Bid prices submitted must be maintained for the initial contract period described above. Bid prices may not include separate shipping and/or delivery charges or travel expenses.

ECONOMIC ACTION COMMITTEE OF THE GULF COAST
Comprehensive Energy Assistance Program Bidder
Eligibility

Incomplete or illegible bid packets or those that contain prices that do not tabulate correctly will be considered nonresponsive and will be rejected. Bid packets must include the following attachments and be arranged as follows:

1. Attachment 1 Materials and Labor Bid Sheets
2. Attachment 2 References
3. Attachment 3 Resources – Staff and Equipment
4. Attachment 4 Resources - Financial

Required documentation should follow the attachment it pertains to.

Completed bid packets must be received in the EACGC office at 904 Whitson, Bay City, TX, 77414 no later than 3:00 p.m. on Wednesday, June 1, 2022. Completed bid packets may be mailed to P.O. Box 1685, Bay City, Texas, 77404, however, EACGC will not be held responsible for late or delayed delivery. All bid packets must be received in a sealed envelope clearly marked “Comprehensive Energy Assistance Program – Materials and Labor Bid Packet”. Bid packets will not be accepted after the deadline. Bid packets received after the deadline will be considered nonresponsive and returned to the bidder unopened.

Bidders must have at least three (3) years of experience in HVAC work. Bidders must provide contact information for at least three (3) previous clients familiar with the HVAC work performed by Bidder. Information should be listed on the References page (Attachment 2).

Bidders must have the staff and equipment needed to effectively perform all required activities specified in the Description of Work section. Information regarding staff and equipment should be submitted on the Resources – Staff & Equipment form (Attachment 3).

Bidders must have the financial resources needed to effectively perform all required activities specified in the Description of Work section. Information regarding financial resources should be submitted on the Resources – Financial form (Attachment 4).

Bidders must comply with all applicable federal, state, and local laws and regulations. Bidders are required to maintain the proper insurance coverage, lead-safe certifications, and OSHA certifications. Bidder must not be an excluded entity in the System for Award Management (SAM). Bidder must comply with the Department of Labor Fair Standards Act and all applicable HVAC materials standards. Required documentation is outlined on the Bidder Requirements page (Attachment 5).

A contract(s) will be awarded based on EACGC’s evaluation of price, experience, resources, and compliance with all bidder requirements. Weighted values for specific criteria are described on each scored Attachment.

ECONOMIC ACTION COMMITTEE OF THE GULF COAST RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.

EACGC will hold a **PRE-BID CONFERENCE** on Monday, May 23, 2022, at 9:30 a.m. at 904 Whitson, Bay City, TX, 77414. Attendance is optional but encouraged. Potential bidders will have the opportunity to ask

questions and discuss any issues encountered while completing the bid packet. It is preferred that all questions be submitted in writing to Kristie Pustejovsky, Executive Director, at eac-kpustejovsky@att.net at least 24 hours prior to the pre-bid conference. EACGC will not respond to any questions after the pre-bid conference. EACGC will provide written responses to all questions by e-mail on or before Tuesday, May 31, 2022. Prospective bidders wishing to receive the written responses should send an email to eac-kpustejovsky@att.net using "Pre-Bid Conference Questions" as the subject.

ECONOMIC ACTION COMMITTEE OF THE GULF COAST
Comprehensive Energy Assistance Program
Sample Contract for HVAC Services

SECTION 1. PARTIES TO CONTRACT AND CONTRACT PERIOD

This Agreement is made this ____ day of _____ 2022, by the Economic Action Committee of the Gulf Coast (EACGC) and _____, hereinafter referred to as "Contractor." This Agreement will remain in effect until the 31st day of December 2022. This Agreement may be renewed on a yearly basis up to an additional four (4) years based on satisfactory performance and the availability of funds.

SECTION 2. CONTRACTOR PERFORMANCE

- A. Contractor shall perform all work in accordance with this Agreement. All installations of HVAC materials shall be in accordance with the 2020 version of Standard Work Specifications (SWS) and the 2015 version of International Residential Code (IRC). Materials and labor must also be in full compliance with all applicable program guidelines and all applicable federal, state, and local codes.
- B. Contractor shall provide EPA and OSHA certified job site supervision and staff competent in HVAC materials installation.
- C. Contractor shall take all precautions necessary to protect against damages to structures, vehicles, landscaping, etc. that may occur because of this work. Contractor shall repair, rebuild, or make good at his own expense any such damage.
- D. Contractor shall keep job site clean during the work, and upon completion of the work, remove and properly dispose of all work-related debris.
- E. Contractor shall interact with the client in a professional manner and ensure all clients are treated with respect and courtesy.
- F. Contractor shall correct any deficiencies identified by EACGC staff after installation of HVAC materials. Contractor shall remedy all deficiencies within five (5) working days after receiving notification of the existence of the deficiency.
- G. Contractor shall guarantee all work for a period of one (1) year from the date of installation. Contractor shall complete warranty information for all installed HVAC materials on behalf of the client. Defective items shall either be repaired or replaced at no cost to EACGC. Contractor shall remedy all defects within five (5) working days after receiving notification of the existence of the defect.

SECTION 3. AGENCY OBLIGATIONS

A. Measure of Liability

In full consideration for Contractor's satisfactory performance of all terms and conditions of this Agreement, Contractor shall receive payment for materials and labor based on the prices listed on the Materials and Labor Bid Sheets (Attachment 1) subject to the following limitations:

1. EACGC shall not be liable for incidental items not included in this solicitation.
2. EACGC shall not be liable for costs incurred prior to the commencement of this Agreement or after the termination of this Agreement.

3. EACGC shall not be liable for costs more than the purchase order amount. Approval is required prior to the installation of additional measures, or those measures will be at Contractor's expense.

B. Financial Obligations

1. It is understood and agreed to by both parties that EACGC's obligations under this Agreement are contingent upon the receipt of funds from the grantor agency.
2. All work is performed on a reimbursement basis. No draws or advances shall be provided.
3. Contractor shall submit an invoice with an itemized listing of materials and labor costs for all HVAC materials installed.
4. EACGC shall issue payments within 45 days of the date of the invoice. Payment will be made by check made payable to Contractor.

C. Limitation of Liability

1. All work assigned pursuant to this Agreement must be completed in a timely and expeditious manner. Failure of the Contractor to perform satisfactorily may be grounds for termination of this Agreement.
2. Contractor is responsible for any job-related illness or injury to workers in his/her employment and/or to clients, and shall indemnify and hold harmless EACGC, EACGC staff, and EACGC clients in the event an on-the-job illness or injury occurs.

SECTION 4. RECORDKEEPING REQUIREMENTS

Contractor shall retain all work and cost records for a minimum period of four (4) years after payment for the work has been made and all other pending matters are closed. This requirement is to assure fair settlement of disputes or complaints that may arise as well as to fulfill federal audit requirements.

SECTION 5. FRAUD AND PROGRAM ABUSE

The Comprehensive Energy Assistance Program is federally funded. Any known or suspected incident of fraud or program abuse involving the Contractor, the Contractor's staff, or Subcontractors will be reported to the appropriate state or federal investigative body or official.

SECTION 6. REQUIRED FEDERAL CONTRACT PROVISIONS

- A. Byrd Anti-Lobbying Agreement** – Contractor will file Federal Standard Form LLL titled “Disclosure Form to Report Lobbying” pursuant to 31 U.S.C. 1352. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or any employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- B. Clean Air Act** – Contractor will comply with all provisions of the Clean Air Act (42 U.S.C. 85) and Section 85 of the Federal Water Pollution Control Act (33 U.S.C 1251-1387), as amended. Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- C. **Contract Work Hours and Safety Standards Act** – Contractor will comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market or contracts for transportation or transmission of intelligence.
- D. **Copeland “Anti-Kickback” Act** - Contractor will comply with the provisions of the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States” (29 CFR Part 3,). The Act provides that each Contractor or Subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. EACGC shall report all suspected or reported violations to the funding agency.
- E. **Debarment and Suspension** – No contracts shall be awarded to parties listed on the System for Award Management (SAM) Exclusions lists in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 and 12689, “Debarment and Suspension.” SAM Exclusions lists contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than EO 12549.
- F. **Equal Employment Opportunity** – Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended and its implementing regulations at 41 CFR Part 60.
- G. **Rights to Inventions** – Contractor will comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

The parties hereto have caused this agreement to be executed on the day and year first written above. This Agreement terminates on December 31, 2022, but the parties may agree to extend the term hereof in writing.

Contractor Signature

Date

Contractor Printed Name

Title

EACGC Signature

Date

EACGC Printed Name

Title

ECONOMIC ACTION COMMITTEE OF THE GULF COAST

Comprehensive Energy Assistance Program

References (Attachment 2)

35 Points

Experience

_____ Number of years of experience in HVAC work. Attach information that can be used to verify experience. (1 point will be awarded for each year of experience up to a maximum of 5 points) _____

Past Performance

List the names, addresses, and phone numbers of 3 clients you have performed HVAC work for in the past 24 months. The 5 questions listed below will be asked of each reference. (Points will be awarded according to the value attached to the response up to a maximum of 21 points.)

Name	Address	Phone Number

Names, addresses, and phone numbers of alternate references to be contacted if we are unable to reach the references listed above.

Name	Address	Phone Number

_____ **Question #1 - Rate the quality of the work completed.**

Reference #1 - ____ Very Good (3 points), ____ Good (2 points), ____ Fair (1 point), ____ Poor (0 points)

Reference #2 - ____ Very Good (3 points), ____ Good (2 points), ____ Fair (1 point), ____ Poor (0 points)

Reference #3 - ____ Very Good (3 points), ____ Good (2 points), ____ Fair (1 point), ____ Poor (0 points)

_____ **Question #2 - Was the work completed in a timely manner?**

Reference #1 - ____ Yes (1 point), ____ No (0 points)

Reference #2 - ____ Yes (1 point), ____ No (0 points)

Reference #3 - ____ Yes (1 point), ____ No (0 points)

_____ **Question #3 - Would you conduct business with this contractor again?**

Reference #1 - ____ Yes (1 point), ____ No (0 points)

Reference #2 - ____ Yes (1 point), ____ No (0 points)

Reference #3 - ____ Yes (1 point), ____ No (0 points)

_____ **Question #4 - Was the contractor respectful and courteous?**

Reference #1 - ____ Yes (1 point), ____ No (0 points)

Reference #2 - ____ Yes (1 point), ____ No (0 points)

Reference #3 - ____ Yes (1 point), ____ No (0 points)

_____ Question #5 - Was the contractor honest and fair?

Reference #1 - ____ Yes (1 point), ____ No (0 points)

Reference #2 - ____ Yes (1 point), ____ No (0 points)

Reference #3 - ____ Yes (1 point), ____ No (0 points)

Additional Comments

Reference #1 _____

Reference #2 _____

Reference #3 _____

Historically Underutilized Business

_____ Is your company a Historically Underutilized Business (HUB)? If yes, check all that apply and attach a copy of your Texas HUB Certificate. (3 points will be awarded for each group checked)

_____ Minority Owned

_____ Woman Owned

_____ Service-disabled Veteran Owned

ECONOMIC ACTION COMMITTEE OF THE GULF COAST

Comprehensive Energy Assistance Program

Resources – Staff & Equipment (Attachment 3)

11 Points

Staff

_____ List the names of staff who will be supervising or installing HVAC materials and check each item that applies.
(Points will be awarded as listed for each item up to a maximum of 8 points.)

	Name	Name
Licensed HVAC Contractor (2 points)		
Familiar with the 2015 version of IRC (1 point)		
Familiar with Manual J Guidelines (1 point)		

Equipment

_____ Are you able to receive work orders and submit invoices electronically? _____ Yes (1 point), _____ No (0 points)

_____ Do you own the proper tools and equipment to provide HVAC services in our 2-county service area?

_____ Yes (2 points), _____ No (0 points)

ECONOMIC ACTION COMMITTEE OF THE GULF COAST

Comprehensive Energy Assistance Program

Resources – Financial (Attachment 4)

10 Points

_____ Are you able to provide verification of and access to a line of credit of at least \$25,000 for up to 90 days? If yes, attach documentation? _____ Yes (3 points), _____ No (0 points)

_____ Are you able to continue providing HVAC services if payment for services previously provided is delayed up to 45 days after the date of the invoice? _____ Yes (3 points), _____ No (0 points)

_____ List the names, addresses, and phone numbers of two (2) vendors you have purchased from within the past 12 months. The two (2) questions listed below will be asked of each vendor.

Name	Address	Phone Number

Names, addresses, and phone numbers of alternate vendors to be contacted if we are unable to reach the vendors listed above.

Name	Address	Phone Number

_____ **Question #1 – Has this customer been timely in making payments?**

Vendor #1 - _____ Yes (1 point), _____ No (0 points)

Vendor #2 - _____ Yes (1 point), _____ No (0 points)

_____ **Question #2 – Have you extended, or would you extend, credit to this customer?**

Vendor #1 - _____ Yes (1 point), _____ No (0 points)

Vendor #2 - _____ Yes (1 point), _____ No (0 points)

ECONOMIC ACTION COMMITTEE OF THE GULF COAST
Comprehensive Energy Assistance Program Bidder
Requirements (Attachment 5)

1. The successful bidder must provide a notarized statement attesting, to the best of its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency.
2. The successful bidder must provide a notarized statement attesting, to the best of its knowledge and belief, that it complies with the Fair Labor Standards Act (FLSA) and Equal Employment Opportunity (EEO) laws.
3. The successful bidder must provide proof of:
 - A. General Liability insurance (\$100,000 minimum limit) and Automobile Liability insurance (state minimum)
 - B. Workers' Compensation insurance
 - C. EPA Lead-Safe Firm Certification
 - D. EPA Lead-Safe Renovator Certification for job site supervisors or crew leaders
 - E. Completion of the OSHA 10-hour Outreach Training Program for the Construction Industry for all non-supervisory employees
 - F. Completion of the OSHA 30-hour Outreach Training Program for the Construction Industry for all supervisory employees

Proof must be provided prior to execution of an agreement.

If the successful bidder is unable to provide any of the above information, the bidder scoring the second (2nd) highest points will be contacted.

ECONOMIC ACTION COMMITTEE OF THE GULF COAST
Comprehensive Energy Assistance Program
Bid Evaluation Form (Attachment 6)
(EACGC USE ONLY)

Bidder: _____

Responsive Criteria

Was the bid submitted timely? _____ Yes _____ No

Was the bid received in proper form and legible? _____ Yes _____ No

Did the bid contain all required attachments and documentation? _____ Yes _____ No

Did the bid prices tabulate correctly? _____ Yes _____ No

“No” responses to any of the above questions will cause this bid to be considered nonresponsive and rejected.

Materials and Labor Bid Points

Materials (maximum 22 points) - The material bid with the lowest total will receive 22 points. All other bids will receive points by dividing their individual totals into the lowest total then multiplying the result times 22.

\$ _____ ÷ \$ _____ X 22 = _____ points

Labor (maximum 22 points) - The labor bid with the lowest total will receive 22 points. All other bids will receive points by dividing their individual totals into the lowest total then multiplying the result times 22.

\$ _____ ÷ \$ _____ X 22 = _____ points

Points Awarded

Materials and Labor Bid Sheets (Attachment 1) _____

References (Attachment 2) _____

Resources – Staff & Equipment (Attachment 3) _____

Resources – Financial (Attachment 4) _____

Total Points _____