COMMUNITY RENEWAL TEAM, INC. Request for Proposal



CONNECTICUT WEATHERIZATION ASSISTANCE PROGRAM LIHEAP SUPPLEMENTAL HEALTH AND SAFETY PROGRAM

RFP #WXHSET2017 2018-052

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CRT is an Affirmative Action/Equal Opportunity Employer. Minority/Women's business Enterprises are encouraged to apply.

INVITATION TO SUBMIT PROPOSALS

The Community Renewal Team, Inc. (Henceforth referred to as "CRT") is having an open request for proposals beginning <u>January 02, 2018</u> until <u>February 02, 2018</u>. A copy of the <u>CRT RFP#WXHSET2017</u> will also be available on the CRT website portal <u>www.crtct.org</u> under Business Solutions/Vendors, and on the CT State Department of Administrative Services contracting portal at http://www.biznet.ct.gov/. There is no fee to obtain the RFP. All inquiries or questions concerning this Request for Proposals and the procurement process must be submitted in writing and can be sent by electronic mail to Jeanette Dunbar, Operations Project Coordinator, <u>dunbarj@crtct.org</u>. In no case shall oral communications take precedence over written communications. Only written communications shall be binding on the RFP.

A mandatory pre-bid conference will be held on <u>January 17, 2018</u> at <u>9am</u> at 555 Windsor Street, Lumsden Center, 3rd Floor (Room 3), Hartford, CT. All instructions for the RFP will be reviewed at the Bidders Conference and will acquaint all potential bidders with the project and field technical and administrative questions. Questions received in advance will be responded to at the Bidders Conference. Questions regarding the RFP will be accepted up until January 11, 2018. Bids will not be accepted from any Contractor that did not attend the mandatory pre-bid conference. All prospective bidders must confirm their attendance by calling Jeanette Dunbar (860) 560-5161 or emailing at <u>dunbarj@crtct.org</u>.

Sealed proposals will be received at the Community Renewal Team, Inc., 555 Windsor Street, Hartford, CT 06120 until <u>February 2, 2018</u> at <u>12pm</u>. Late proposals will not be accepted.

Contractors will deliver one (1) original and two (2) copies of the proposal and attachments required. Please submit the completed quote forms and any necessary attachments in a sealed envelope clearly labeled with the name of the contractor, address, and the words "LIHEAP SUPPLEMENTAL HEALTH & SAFETY PROPOSAL DOCUMENTS." Envelopes must be plainly marked with the RFP number and RFP title to ensure appropriate handling of the sealed proposal.

No responsibility shall be attached to any person or persons for the premature opening of proposals that are not properly marked.

Sealed proposals must be addressed to:

Jeanette Dunbar

Operations Project Coordinator Community Renewal Team, Inc. 555 Windsor Street Hartford, CT 06120

INTRODUCTION:

CRT HISTORY AND MISSION

CRT's overall purpose is to prepare communities to meet life's challenges. The Community Renewal Team Inc. was founded in 1963 an anti-poverty agency serving people and families throughout the Connecticut River Valley. Head Start, Meals on Wheels, supportive housing and shelter, and many other CRT programs give people the skills and the resources to become self-sufficient and to thrive.

In 1999, the Community Renewal Team of Greater Hartford Inc. merged with Community Action for Greater Middlesex County to form the Community Renewal Team Inc. CRT now runs major programs in 75 Connecticut towns, including Meals on Wheels, Head Start, homebuyer and energy assistance, nutrition, veteran, senior and youth services.

ORGANIZATIONAL PURPOSE:

CRT fulfills its mission through pursuit of the following organizational objectives:

- Increase resources available to meet basic needs of low income families while supporting their move to economic self-sufficiency, leading to a reduction in the number of households in crisis.
- Expand number of households who are comfortably sustained through employment by assessing employers' needs, improving workers' skills, supporting job retention, and addressing persistent barriers to employment.
- Engage a broad regional coalition to develop and implement a plan to address poverty, while developing grassroots leaders who can advocate for themselves and their community.
- Increase educational opportunities for the region's children, youth and adults by expanding and promoting quality programs while addressing barriers to participation.
- Increase access to a comprehensive system of community-based services to improve physical and mental health, strengthen family well-being and support sustained independence.
- Improve access to affordable, appropriate residences by increasing housing stock; enhancing financial literacy and assets; and supporting people as they become residentially independent.

PROJECT PURPOSE:

The Community Renewal Team, Inc. (CRT) is requesting proposals from qualified licensed; HVAC, Weatherization, and Environmental Contractors in Connecticut. The purpose of this RFP process is to identify the most qualified respondents to develop a pre-qualified list of Contractors for Weatherization Health & Safety related work. For a detailed breakdown of Health & Safety items see Attachment E & F.

This solicitation shall service the needs of both the U.S. Department of Energy Weatherization Assistance Program (DOE-WAP) and Connecticut Department of Social Services (DSS) Low Income Home Energy Assistance Program (LIHEAP) monitored by Connecticut Department of Energy and Environmental Protection (DEEP). The services provided will encompass the work needed to identify and/or correct barriers to providing

weatherization services at WAP and LIHEAP eligible 1 to 4 unit properties such as Asbestos/Vermiculite testing and encapsulation, removal of Volatile Organic Compounds, pest contact and infestation removal. CRT will service approximately 40 homes.

The intent of this process is to provide an efficient quality based services as defined in the Scope of Services in this document and DOE Weatherization Program Notice(s) 11-6 & 17-7.

1.1.1 CRT requires contractors to follow CT Department of Public Health (DPH) and U.S. Environmental Protection Agency (EPA) regulations for all environmental hazards. Contractors performing weatherization retrofit work on residential properties must follow EPA Lead Renovation, Repair and Painting Rule (RRP Rule). Also weatherization work on HUD funded properties must follow the "Lead Safe Housing Rule" (CFR 24 Part 35) regulations as well as other local ordinances.

Types of Testing/Sampling: CRT's Weatherization Department will notify the consultant(s) of specific testing required and the address of the property(s).

- 1.1.2 Lead Testing: Most testing will require lead clearance testing in compliance with EPA RRP protocols. Some weatherization projects may require compliance with HUD "Lead Safe Housing Rule" regulations.
- 1.1.3 Asbestos Testing: Based on the age of the property, or when the subsequent renovations occurred and other variables may require Asbestos Testing.
 - 1.1.3.1 Three (3) year AHERA (Asbestos Hazard Emergency Response Act) Re-inspection and update of know conditions or inclusion on the Asbestos Management Plan.
- 1.1.4 Radon Testing: CRT's Weatherization Department may require based on the likelihood of radon in the area (See CT Radon Map) CRT's Weatherization Department may request a durational air samples for radon level detection.

This solicitation shall service the needs of both the U.S. Department of Energy Weatherization Assistance Program (DOE-WAP) and monitored by Connecticut Department of Energy and Environmental Protection (DEEP). The services provided will encompass the assessment of the work needed to be completed in order for CRT's subcontractors to correct the barriers to providing weatherization services at WAP eligible 1 to 4 unit properties. CRT's Environmental Testing and Consulting firm or firms will assess an aggregate of approximately 40 homes.

1.1.5 Remediation will follow State and Federal Guidelines

SERVICE AREA

The intent of this RFP is to procure for statewide services delineated by the 5 established Connecticut Weatherization Assistance Program Service Areas. As such each applicant shall submit a proposal for as many regions as desired to serve. The state will be divided into 5 Regions which are outlined in (attachment containing the regional map and list of

municipalities). All applicants shall also have the option of submitting a statewide proposal if desired.

CONTRACT LENGTH

The contract will be for the period of approximately 12 months starting 01/01/2018 ending 10/01/18.

OVERSIGHT AND MANAGEMENT

- a) Administration of The Connecticut Weatherization Assistance Program LIHEAP Supplemental Health and Safety Program: CRT is the responsible agency for administering the State of Connecticut Health and Safety Contract and quality of work for the State of Connecticut with monitoring by the State of Connecticut Department of Energy and Environmental Protection (DEEP).
- b) CRT's oversight of the agreement will be exercised by the Weatherization Department Program Manager.
- c) CRT's liaison will be the Weatherization Senior Program Coordinator (WAP) for day to day operations.

INSTRUCTIONS TO INTERESTED PARTIES:

Sealed Proposals (RFPs) will be received at the Central Office of the Community Renewal Team, Inc. (henceforth referred to as "CRT"), 555 Windsor Street, Hartford, CT until January 12, 2018 at 12pm. Late responses will not be accepted – no exceptions. Submittal of response by fax or email is not acceptable. Submit the completed proposal forms and any necessary attachments in a sealed envelope clearly labeled with the name of the contractor, address, and the words "LIHEAP SUPPLEMENTAL HEALTH & SAFETY PROPOSAL DOCUMENTS." Clearly mark your envelope with the RFP number and RFP title as to prevent opening of a sealed response prior to the opening date.

Proposals will be opened and read aloud on February 2, 2018 at 10am at 555 Windsor Street, Lumsden Center, 3rd Floor (Room 1), Hartford, CT.

Once proposals are opened, they shall stand firm for 13 months starting 02/02/2018 ending 03/02/2019 after the proposal opening.

Bidders are responsible for obtaining all addenda related to this Bid. Bidders are advised to check for any addenda a minimum of twenty-four hours in advance of the response deadline.

To be CONSIDERED A QUALIFIED contractor, all responses must contain:

- Certificate of Liability Insurance (in accordance with Section Indemnification & Insurance Page 11)
- Completed RFP Proposal Authorization Form (Page 18)
 - I. Include Name of Contractor on ALL sheets
 - II. Name, address, phone number and email address of firm/person responsible for the project if different from the Quote Proposal Authorization form.
- Statement of Qualifications (Page 19)

- Completed Proposal Company Information and Fee Schedule (Attachment E)
- References of at least three (3) trade references and contact information of recently completed projects (owner representative) (Page 20)
- Non-Collusion Affidavit (Attachment C)
- Letter of Interest on (your) Company Letterhead
- Certificate of Solvency, if applicable
- Copy of current Home Improvement Contractor license, if applicable
- Copy of current EPA Lead-Safe Certification for the Firm
- Copy of all certifications and licenses required per specialty
- EPA Lead Renovator Certifications for all employees performing contracted work.
- BPI Certifications (Optional)

Should the contractor find any omissions, discrepancies or errors in the specifications or other Contract Documents or should he be in doubt as to the meaning of the specifications or other Contract Documents, he/she should immediately notify Jeanette Dunbar, Operations Project Coordinator, which may correct, amend or clarify such documents by a written interpretation or addendum. It is solely the respondent's responsibility to obtain any and all addendums or official announcements pertaining to this RFP. Jeanette Dunbar may be contacted at dunbarj@crtct.org. No oral interpretations shall be made to any contractor and no oral statement of CRT or its agents shall be effective to modify any of the provisions of the Contract Documents.

GENERAL CONDITIONS:

All respondents shall observe the following instructions and specifications:

PROPOSAL PRICE

The cost of material and labor for each measure must be separately identified on the bid form. Proposed fees should include a fixed cost, which will cover all expenses to be incurred over the course of providing the requested items, including, but not limited to permits, supplies, and materials, disposal costs, travel expenses, postage and delivery, telecommunication expenses.

STANDARD PRICING

Due to the administrative complexity of managing a large number of projects with multiple vendors, CRT intends to award contracts as a result of this RFP with standard pricing. The price paid to successful Bidders for each measure will be the same and may differ from the price offered in their proposals.

CRT shall select a pool of contractors as a result of this RFP. Standard pricing will be established on some the measures listed on Attachment D. From the pool of contractors for a specific larger type of work the contractors that will provide the best quality of work at the lowest price will be asked to provide the services.

The intended award process for proposals of measures on Attachment D will be as follows:

- 1. Proposals will be scored according to weighting criteria below. The Price criterion will be based upon a "market basket" approach, using a select group of weatherization health and safety measures, weighted to represent a reasonable volume of use of each market basket measure to normalize differences between high price/low volume measures and low price/high volume measures.
- 2. Scored proposals will be ranked from highest to lowest.
- 3. For types of work with five proposals or more, a standard price will be determined from the median price of the five highest-ranked proposals. If less than five qualified proposals exist for a measure or type of work, median price will determine the standard price for odd numbers of proposals and average price will be used for even numbers of proposals.
- 4. Contracts will be awarded to the highest ranked Bidders per division of the weatherization health and safety program at the standard prices. If any Bidder rejects the standard pricing, or is otherwise unable to meet any pre-contractual requirement, CRT reserves the right to award to the next highest ranked Bidder.

PROPOSAL WEIGHTING CRITERIA

Proposals will be evaluated according to the following point score:

Experience relevant to installation of approved weatherization health and safety measures	20 points
Pricing	20 points
Capacity for completion of accurate work within allotted time frames (i.e. Number of employees, appropriate equipment/tools, vehicles for transport)	15 points

Ability to perform weatherization health and safety work in CRT service areas	10 points
Formal training specific to weatherization measures (BPI, RRP, OSHA, DOE, etc.)	10 points
Capacity reporting and compliance with program (i.e. Office management procedures, etc.)	10 points
Business references related to professionalism, quality of work and reliability	5 points
Small business and/or minority and/or woman owned business	5 points
Completion of bid proposal and pricing sheet – including all measures requested	5 points

PAYMENT

- No payment will be made until the equipment and material specified in this proposal
 has been delivered and installed at the specified location and has been inspected and
 accepted by CRT. Payment for weatherization health and safety work cannot be
 released until all work has been completed, including work of multiple contractors,
 and the file has been closed. Payment will be made within 30 working days of file
 closing.
- All permits, licenses and fees required for the performance of the contract work shall be secured and paid for by the selected contractor.
- When submitting invoices, the labor and materials component of each weatherization health and safety measure shall be stated separately by the contractor.
- CRT is a not for profit organization and is exempt from State or Federal taxes.

WARRANTIES

- All materials and workmanship provided under this proposal shall be protected by a warranty for a minimum period of (1) year from date of final acceptance, unless a longer warranty is required by Department of Energy standards or a longer warranty is provided by the manufacturer, in which case the longest warranty period shall apply. During the warranty period, the vendor shall repair defective workmanship and repair or replace defective materials at no cost to CRT or homeowner (including labor and delivery costs), except where it is clearly shown that the defect is due to intentional actions of the homeowner subsequent to installation.
- The contractor shall permit CRT, DEEP, and the U.S. Department of Energy or any of their authorized representatives to examine and inspect the weatherization work.
- The contractor shall repair all surfaces and work damaged by the contractor resulting
 from work under this agreement at no additional cost to CRT or the homeowner.
 Repair of existing work shall mean the item is to be placed in equal or new condition
 either by patching or replacing.

PROPOSAL COMPLIANCE:

CRT shall be the sole judge as to whether any and all SOQ's comply with these specifications, and as such a decision shall be final and conclusive. Respondents shall state in their SOQ's any exceptions taken to the RFP specifications.

All terms and conditions of this RFP will be incorporated into any subsequent contract between CRT and the contractor. If the RFP and contract are found to be in conflict, these terms and conditions shall prevail.

No guarantee is made as to the quantity of work to be awarded related to this RFP.

Multiple proposals shall not be considered from the same Bidder for any item, unless specifically requested. A "multiple proposal" is defined as more than one proposal to the same invitation to submit proposal by the same Bidder, whether on a separate proposal form or attached to the initial proposal form, and does not refer to identical copies, if requested.

Recycled Materials: The Contractor is required to purchase products incorporating recycled materials whenever technically and economically feasible. Bidders are encouraged to bid products with recycled content which meet specifications.

Materials Safety Data Sheets: If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29CFR 1910.1200, provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

RIGHT OF REJECTION:

The Chief Financial Officer (CFO) or their designee may reject or accept any and all proposal in whole or in part or to waive any informality in proposal received if in their opinion, it is deemed in the best interest of the organization to do so.

This RFP is not an offer to contract. Acceptance of a proposal neither commits CRT toward a contract to any respondent, even if all requirements stated in this RFP are met, nor limits the right to negotiate in the best interest of CRT. CRT, in its sole and absolute discretion, reserves the right not to contract with any respondent for any reason.

METHOD OF AWARD

Proposals will be awarded only to responsible and responsive Bidders, as determined by CRT.

Until a contract or purchase order has been executed and authorized by CRT, no vendor can claim any contract rights by virtue of the receipt of the notice of acceptance of proposal alone. Awarding of the contract or shall mean that a contract agreement has been executed by both the accepted vendor and CRT.

The award will be given to the contractor(s) whose proposal(s) are the most responsive to the solicitation, and are the most advantageous to CRT, considering price, quality, and other applicable factors including but not limited to experience, service record of the vendor, and required education/training/credentials of the vendor. Multiple contractors will be used to complete the contract. Any and all proposals may be rejected when it is in the agency's best interest to do so. The lowest proposal will not always be accepted.

FAMILIARITY WITH LAWS, SITE CONDITIONS AND DOCUMENTS:

Each contractor is required to be familiar with and to comply with the terms and conditions of the specifications and all other contract documents and with all Federal, state and local laws, ordinances or regulations which in any manner relate to the furnishing of the equipment, material or services in accordance with the contract.

GOVERNING LAW:

The services and/or commodities requested by means of this proposal have been executed and delivered, and shall be constructed ad enforced in accordance with the laws of the State of Connecticut.

All matters arising hereunder or in any contract finally entered in connection herewith, shall further be maintained solely in the Courts of the State of Connecticut and all parties hereto knowingly and irrevocably submit themselves to the jurisdiction of the Connecticut courts and acknowledge that venue as provided herein is appropriate.

QUALIFICATIONS OF CONTRACTOR:

Statements of Qualifications should include the following information:

- Knowledge of procedures, requirements, and practices related to the remediation of health and safety issues that often arise at residences comprised of 1-4 units
- Knowledge of procedures, requirements, and practices related to federally funded and State of Connecticut construction projects involving weatherization health & safety.
- Demonstration of a sufficient staff to complete each project(s) assigned in a timely manner.
- Resumes of key personnel.
- Company background including number of years in business and present capabilities of the firm to provide services in a timely manner.
- A list of related construction projects, outlining the Project Location, Project
 Description including size and use, design firm, owner, construction cost, funding
 source, and construction period. One example should represent a government or notfor-profit client.
- Any additional information/qualifications relevant to this RFP.
- Contractors/sub-contractors and their employees must submit a criminal records check to CRT annually. Any conviction of felony or serious misdemeanor subsequent to the criminal background check must be disclosed to CRT. This disclosure is mandatory. Failure to disclose or disallow an employee will result in disqualification of contractor (to be determined at the sole discretion of CRT.)
- Contractor agrees to the submit all criminal records reports to CRT on each of its employees engaged in handling client information or entering the CRT client's homes to perform work related to the Weatherization Assistance Program.

CRT may make such investigations as it deems necessary to determine the ability of the contractor to perform the work. The contractor shall furnish to CRT all such information necessary to complete this investigation as the organization may request. CRT reserves the right to reject any or all proposals if the evidence submitted by, or investigation if contractor fails to satisfy CRT that such contractor is qualified to carry out the obligations of the contract and to the work contemplated therein.

ERRORS, INTERPRETATIONS AND ADDENDA:

All information given by CRT except by written addenda shall be informal and shall not be binding upon CRT nor shall it furnish a basis for legal action by any contractor against CRT.

SUBCONTRACTING:

The Contractor shall not subcontract the work under this project without written approval of the CFO or her/his designee and CRT's Senior Program Coordinator (WAP) unless the subcontractor is listed on the registration form.

INDEMNIFICATION AND INSURANCE

- a) The selected contractor shall at all times indemnify and hold harmless CRT and its officers, agents and employees on account of and from any and all claims, damages, losses, judgments, workers' compensation payments, litigation expenses and legal counsel fees arising out of injuries to persons (including death) or damage to property.
- b) The contractor shall carry liability insurance, which shall include coverage for, acts of independent contractors or sub-contractors. Such policy shall include the minimum coverage's detailed below.

Successful contractors and their subcontractors must furnish CRT with a Certificate of Insurance with the following minimum insurance limits:

- The contractor shall provide liability insurance and name "Community Renewal Team, 555 Windsor Street, Hartford, CT 06120" as <u>additional insured</u> and/or as <u>additional loss payee</u> on the Certificate of Insurance.
- Contractor shall provide a Certificate and other evidence of such insurance to CRT at the signing of the agreement and upon demand any time thereafter during the duration of this agreement in amounts acceptable to CRT not less than the following:
 - General Liability (\$1,000,000 each occurrence/\$2,000,000 general aggregate);
 - Automobile Liability (\$1,000,000 each accident);
 - Error & Omissions (\$1,000,000 each occurrence);
 - Professional Liability (\$1,000,000 each occurrence) or
 - Umbrella Liability (\$5,000,000 each occurrence);
 - Workers Compensation (\$1,000,000 each accident, \$1,000,000 each employee, \$1,000,000 disease policy limit).
 - Pollution Occurrence with a policy that provides there basic limits \$1,000,000 per occurrence; \$1,000,000 aggregate for the policy term and \$2,500 deductible.
- As a substitute for Workers' Compensation Insurance for self-insurers, the Contractor may provide CRT with a "Certificate of Solvency" issued by Connecticut Workers' Compensation Commission.

CRT RIGHT TO TERMINATE CONTRACT:

A. Failure of Contractor to deliver:

Failure of a contractor to deliver within the time specified or to deliver within the time extended by CRT, and failure to make replacements of rejected articles when so requested, immediately or as directed by CRT shall constitute contract default.

In the event of default or that any of the provisions of this Contract are violated by the Contractor, or by any of his Subcontractors, CRT may serve written notice upon the Contractor of their intention to terminate the Contract, such notices shall contain the reasons for such intention to terminate the Contract, and unless within five (5) days after the serving of such notice upon the Contractor, such violation or delay shall

cease and satisfactory arrangement of correction be made, the Contract shall, upon expiration of said five (5) days, cease and terminate. In the event of any such termination, CRT shall immediately serve notice thereof upon the Contractor.

If contract is terminated, CRT reserves the right to award to next lowest responsible contractor or purchase on the open market. In either event, the defaulting contractor (or his surety) shall be liable to CRT for cost to CRT in excess of the defaulted contract prices.

B. Funding Availability:

It is understood by the parties that CRT is dependent upon annual grants of money from the Federal Government and the State of Connecticut to enable it to carry on its activities. It is therefore agreed that in the event CRT informs the Contractor in writing that the Federal Government or the state of Connecticut has ceased to make a grant sufficient for CRT to fund the program carried on at these premises and, then this agreement shall cease and terminate thirty (30) days from the date of said written notice. In such event, the parties shall each have against the other only such rights as herein provided if the agreement had expired in accordance with its original term. In these cases CRT will honor all work orders issued prior to termination.

RISK OF LOSS

Bidder will agree to bear all risk of loss; injury or destruction of goods and material ordered herein which occurs prior to acceptance. Such loss, injury or destruction shall not release the Bidder from any obligation under this proposal.

EOUAL OPPORTUNITY - AFFIRMATIVE ACTION

CRT shall not enter into any contract for purchasing with any person, agency, or organizational if it has knowledge that such person, agency, or organization discriminates against any applicant, employee, or service recipient on the basis of race, color, religion, national origin, sex, age, sexual orientation or disability; or any person, agency, or organization who fails to comply with all federal and state anti-discrimination laws.

CONTRACTOR PERFORMANCE

Community Renewal Team expects contractors to complete jobs in a timely, professional manner as well as all necessary paperwork being completed accurately. (See Standard Contractor Evaluation Form – Attachment A1)

The agency will track the following data for each contractor for each job:

- a) Whether the job was started on time
- b) Whether the job was completed on time
- c) Condition of job site and customer satisfaction
- d) Accuracy and timeliness of invoices from Contractor to Agency
- e) Accuracy and completeness of the documentation required from contractor
- f) Work not completed in accordance within the standards of applicable building codes and he Standard of Work Specifications (SWS). (Reference website https://sws.nrel.gov/spec/1 for complete listing of applicable standard work specifications.)

- 1. Written notifications will be known as "findings." If there are two finings in any category, within a 3-month period, the contractor will be required to attend a meeting at which a Corrective Action Plan will be developed, along with an explanation of how the items in the Corrective Action Plan will correct the identified issues.
- 2. Written notifications will be known as "findings." If there are two finings in any category, within a 3-month period, the contractor will be required to attend a meeting at which a Corrective Action Plan will be developed, along with an explanation of how the items in the Corrective Action Plan will correct the identified issues.
- 3. Jobs will not be issued to the contractor until a Corrective Action Plan has been implemented. If a contractor has three (3) findings within a 6-month period, the agency will cease assigning jobs to the deficient contractor and identify another contractor to conduct the Health and Safety work or work with the other contractors on the agency roster to complete production goals.
- 4. Each completed weatherization project will receive a Quality Control Inspection (QCI) as required by DOE. QCI will be performed by CRT's QCI Certified Inspectors. Any indicated failures upon QCI inspection will result in the contractor returning to the project to perform corrective measure to bring the work into compliance.

RECORD KEEPING

CRT, DEEP, United Stated Department of Energy, Connecticut Department of Social Services and the Comptroller General of the United States, or any of their duly authorized representatives shall have access to all books, documents, papers, and records which are directly pertinent to the Connecticut Weatherization Health and Safety Program for the purpose of making an audit, examination, excerpts, and/or transcriptions.

The Contractor agrees to retain all records for a period of three (3) years from the final payment of until all audits, litigation or other actions are resolved, whichever is later.

CONFIDENTIAL INFORMATION

During the course of its contract with CRT, the Bidder may encounter confidential agency and/or client information. The Bidder agrees, as a condition of this bid to save and protect any such confidential information, shall hold the same in confidence, shall not use the Confidential Information other than for the purposes of its business with CRT, and shall not disclose it to anyone without the specific prior written authorization of CRT.

SPECIFICATIONS

Scope of Anticipated Services:

Some or all of the following services may be required for individual projects:

- Residential Construction including:
 - Minor Roofing
 - o Gutters
 - Minor Carpentry
 - Weatherization
 - o HVAC
 - o Electrical
 - o Plumbing
 - Other work as assigned
- Licenses for Contractor or their subcontractors:
- Home Improvement Contractor
- Asbestos
- Lead Abatement/Consultant
- Electrical Unlimited
- Plumbing & Piping Unlimited
- Licensed Pest Control

The contractor must state qualifications to perform by themselves or their subcontractors if applicable:

- Asbestos/Vermiculite testing, encapsulation
- Asbestos Pipe, Surfaces testing, encapsulation
- Building structure / roofing repairs including gutter and downspout installation
- Electrical testing and repairs
- VOC (Volatile Organic Compounds) removal of materials
- HAZMAT Disposal
- Water Damage repairs such as, but not limited to leaking water pipes, installing sump pumps, repair/replace flashings.
- Pest control and infestation removal
- Install Smoke and CO detectors and Fire extinguishers
- Install bathroom and kitchen exhaust fans
- Inspect Chimneys

Many projects may require scope of work assessment and competitive quotes, other projects will be defined Material and Labor costs per this RFP. (Scope of Service Section Attachment E & F)

SCOPE OF WORK

Consultant shall provide all labor, materials, equipment, supplies, travel and postage necessary to perform sample testing with return postage to CRT's Weatherization Department.

Upon request for services, consultant shall prepare a scope and fee proposal in a format agreed upon by CRT's Weatherization Department in layman terms and presentation. Unitized costs should be if applicable quoted and totaled for each category.

Consultant shall schedule an inspection to evaluate site conditions and collect samples within three (3) business days of request notification by CRT's Staff and inform via email. Inspection shall occur within ten (10) business days of initial request unless otherwise extended by CRT and final environmental report shall be delivered to CRT's Weatherization Department within fourteen (14) days of initial sample testing unless otherwise extended by CRT.

- 1.1.5 Lead:
 - 1.1.5.1 Wipe Samples
 - 1.1.5.2 Paint Chip Samples
- 1.1.6 Asbestos:
- 1.1.6.1 Asbestos Pre-Demolition/Pre-Renovation Survey Investigation and destructive sampling of all materials suspect of containing asbestos by a CT licensed asbestos inspector. Samples will be analyzed for asbestos by polarized light microscopy (PLM) by a lab licensed by the State of Connecticut. A report will be submitted describing the material, location, quantity and condition of any asbestos containing materials (ACM). Report shall indicate friable and non-friable asbestos containing materials.

Assumptions – Inspector will have unrestricted access, no patching of sampled locations and routine turnaround times for laboratory services.

Abatement Plans – Consultant will prepare abatement plans for the removal of hazardous materials. Plans will meet EPA and State of Connecticut's requirements.

Bulk Samples:

- 1. Polarized Light Microscopy (PLM)
- 2. PLM Point Count
- 3. Transmission Electron Microscopy (TEM)
- 1.1.7 Radon
- 1.1.8 Air Samples
 - 1.1.8.1 Consultant shall Consultant shall submit Testing Results (report) in the format required by the governing body (24 CFR Part 35, DPH, EPA, DEEP or as required by CRT's Weatherization Department.

1.1.8.2 Any required remediation will follow State and Federal guidelines

1.1.9 Consulting Services

- 1.1.9.1 Consultant may be requested to perform consulting services on an hourly basis. This includes, but not limited to; consultation, advising, plans/drawings creation for remediation (if necessary), and oversight of remediation work, and remediation work.
- 1.1.9.2 Bidder can submit for testing and/or testing and remediation work.

QUALIFIED PROPOSALS SHALL INCLUDE:

- Completed Fee Schedule (page 38)
- List of similar services performed in the last year.
- List of laboratories used for analysis.

QUALIFICATIONS CONSULTANTS/CONTRACTORS:

Provide information identifying:

- Minimum of 5 years environmental testing experience
- All relevant registrations, certifications, and licenses.
- Firm and/or principle of firm cannot be on the State's or federal de-barred list
- Required insurance see insurance section for limits
- Sufficient personnel capacity for large projects or multiple projects

REQUIRED FORMS

THE FOLLOWING FORMS MUST BE COMPLETED AND SUBMITTED WITH THE PROPOSAL:

- 1) RFP Proposal Authorization Form (page 18)
- 2) Statement of Qualifications (page 19)
- 3) Customer Reference Form (page #)
- 4) Environmental Testing, & Consulting Services (page # Attachment)
- 5) Contractor Registration Form (Attachment A)
- 6) Federal Debarment Certification Form (Attachment B)
- 7) Non-Collusion Affidavit (Attachment C)
- 8) Pricing Sheet & Links To Specifications For Individual Work (Attachment D)

CRT reserves the right to incorporate standard CRT contract provisions into any contract negotiated with any quote submitted responding to this RFP. Failure of the successful Contractor to accept these obligations in a contractual agreement may result in cancellation of the award.

RFP PROPOSAL AUTHORIZATION FORM

AUTHORIZATION AND EXECUTION OF QUOTE PROPOSAL

The undersigned Contractor, having been fully self-informed regarding the accuracy of the statements made herein, agrees to quote by the conditions set forth in the attached proposal document, and certifies that:

- a. The proposal has been arrived at by the Contractor independently and has been submitted without collusion and without any agreement, understanding, or planned common course of action designed to limit independent Contractor or competition, with any other vendor of materials, supplies, equipment or services described in the invitation to proposal.
- b. The Contractor has submitted this proposal without collusion with CRT, any of its affiliated companies, or any employee thereof, and is unaware of any direct, personal pecuniary interest in the outcome of this proposal of any employee, officer or board member of CRT or any of its affiliated companies.
- c. The Contractor has not communicated the contents of the proposal to its employees or agents to any person not an employee or agent of the Contractor or its surety on any bond furnished with the proposal, and will not be communicated to any such person prior to the official opening of the proposal.
- d. The Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal department of agency.
- e. The Contractor has become familiar with and to has agreed to comply with the terms and conditions of the specifications and all other contract documents and with all Federal, State and Local Laws, Ordinances or Regulations which in any manner relate to the furnishing of the equipment, material or services in accordance with the Contract.

The undersigned Contractor further certifies that this statement is executed for the purpose of inducing the Community Renewal Team to consider the proposal and make an award in accordance therewith.

Complete and Sign

Legal Name of Contractor	
Business Address	
Name & Title of Authorized Agent	
Signature and Date	
Electronic Email	
Cell, Work, & Fax Numbers	

STATEMENT OF QUALIFICATIONS

This Statement of Qualification is to be submitted by the General Contractor at the time of proposal. ALL questions must be answered and the data provided must be clear and comprehensive. The Contractor may submit any additional information as desired. It is understood that the Contractor or the Agent of the Contractor shall furnish any information requested by CRT to verify the information provided. Any evidence of misstatement shall be deemed unresponsive and, if a contract has been awarded, considered grounds for immediate termination.

Name of Contractor:	
Permanent Business	
Address: Mailing Address	
(if different):	
Minority/ Women-Owned Business	Yes No
Enterprise? Please provide DAS	Minority Women
Diversity Certificate.	
Number of Employees?	Where is the current company incorporated?
Former Firm name (if any)?	Number of years' experience doing this work?
Torner Tim name (it uity).	Trained of years experience doing this work.
Addresses and purpose of any	1.
business locations in the 51-town	2.
Geographical Area to be serviced	3.
(attach additional sheet if	4.
necessary):	5.
General character of work	
performed by company:	
Have you ever failed to complete	No Yes: If yes, please explain where and why?
any contract awarded to you?	
The undersigned hereby attests to the	accuracy of the answers provided and requests and authorizes
	rnish any information requested by the Community Renewal
	rising this Statement of Qualifications, or references provided,
or other Quote materials.	
Dated at	on this day of, 2018 by
Name:	Title:
Signature:	

Bidder Name		
Reference #1		
• •		
		_
Address: City/Town	State	Zip Code
Phone Number:	Email:	
	completed for or sold to this custome	
Reference #2		
Name of Company:		
Contact Name:		
Address:		
City/Town	State	Zip Code
Phone Number:	Email:	
Description of work/project/products	completed for or sold to this custome	er:
Reference #3		
Name of Company:		
Name of Company:		
Name of Company: Contact Name:		
Name of Company: Contact Name:		Zip Code
Contact Name:	State	

ATTACHMENTS

ATTACHMENT A

CONTRACTOR REGISTRATION FORM

CONTRACTOR REGISTRATION FORM https://www.elicense.ct.gov/												
COMPANY N	IAME						PRINCIPLE OWNER					
ADDRESS							ADDRESS					
TOWN	ST	ATE				ZIP CODE	TOWN		STATE		ZIP CODE	
PHONE #							CELL PHONE ?	#	GROSS	S YEARLY F	REVENUE	
EMAIL					FAX#		EMAIL			YEARS II	N BUSINESS	
SOCIAL SEC							SOCIAL SECU FEDERAL I.D.#			,		
BUSINESS TYPE		☐ CORP	ORA	TION		☐ SOLE PRO	DPRIETORSHIP	☐ PARTNERS	HIP		LLP	
					SECTION	3 EMPLOY	MENT INFOR	RMATION				
_		MINORITY Include Cei	-		☐ YES	□ NO	NAME &					
CERTI	FIFIEC	WOMEN	OWN	IED [°]		_	NAME &					
		(Include Ce		,	☐ YES	⊔ №	TITLE	ETHNICITY of		Number	Number of	
SECTION	3 INC	OME LIMIT	S (O _l	ptional)	TYPES of S	SECTION 3 E	MPLOYEES	EMPLOYEES		of	Hisp/Latino	
Median Income		50%		80%	Number of Prof	essionals		White				
1 person	\$	30,700	\$	45,500	Number of Tech	nnicians		African American				
2 persons	\$	35,100	\$	52,000	Number of Office			Asian				
3 persons	\$	39,500	\$	58,500	Construction (Li Number	st) & American Indian/A			skan			
4 persons	\$	43,850	\$	65,000	Trade	Hawaiian/Pacific Islander						
5 persons	\$	47,400	\$	70,200	Trade	Asian & white						
6 persons	\$	50,900	\$	75,400	Trade		African american & white					
7 persons	\$	54,400	\$	80,600	Trade	Latino/Hispanic						
8 persons	\$	57,900	\$	85,800	Other (List)	Other/ Multi-Racial						
https://www		CONTRAC nse.ct.gov/			seLookup.asp	-	CATIONS & LIC	ENSE NUMBERS f licenses)		CENSE DER NAME	EXPERATION DATE	
CONNECTIO	UT HO	OME IMPR	OVE	MENT CO	NTRACTOR							
CONNECTIO	UT LE	AD ABATE	EMEN	NT CONTE	RACTOR							
CONNECTIO	UT LE	AD ABATE	MEN	NT SUPER	RVISOR							
CONNECTIO	UT PL	UMBING C	CONT	FRACTOR								
CONNECTICUT ELECTRICAL CONTRACTOR												
CONNECTIO	UT HE	EATING CO	ONTR	RACTOR								
CONNECTIO	UT SI	HEETMETA	AL CO	ONTRACT	OR							
EPA RENOV	ATE R	RIGHT FIRM	Л									
EPA RENOV	ATE F	RIGHT SUP	ERV	ISOR								
BULIDNG PE	RFOF	RMANCE IN	NSTI	TUTE (BP	I) ANALYST							

				If so explain.
Have you or your company even	er had your license revo	ked? L YES	□ NO	16
Have you or your prior compar	nies declared bankruptc	y? ☐ YES	□ NO	If so explain.
	CREDIT	REFERENCE	S (List 3 of	your suppliers)
1. COMPANY NAME	PHO	ONE#		CONTACT
ADDRESS	•			ACCOUNT HISTORY (Yrs)
2. COMPANY NAME	PHO	ONE#		CONTACT
ADDRESS				ACCOUNT HISTORY (Yrs)
3. COMPANY NAME	PHO	ONE#		CONTACT
ADDRESS				ACCOUNT HISTORY (Yrs)
WORK	(REFERENCES (List 4 complet	ted projects	in the past year consecutively)
	NAME	ADDF	RESS	
☐ Program ☐ Private	I DUIGNE !!			-
Contract \$	PHONE#	TVDE	OF WORK	
	NAME	ADDF	OF WORK	
☐ Program ☐ Private	INAIVIE	ADDI	(LOO	-
Contract \$	PHONE#	L		
		TYPE	OF WORK	
	NAME	ADDF	RESS	
Program Private	PHONE#			-
Contract \$	PHONE#	TVDE	OF WORK	
	NAME	ADDF		
☐ Program ☐ Private	1 (7 (1V))			-
Contract \$	PHONE#	1		
		TYPE	OF WORK	
List the other Weatherization Programs	Name			Phone#
you are registered with.	Name			Phone#
registration forms and C Insurance section of the	ertification of Insur RFP. Any lapse or hyments to be with	ances. Require or absence in re neld until subse	ed Insurance equired cover equent covera	Il current licenses, certificates, program coverages are listed in the Indemnification and rages will result in your company's inability to be ages are in force. Insurance Binders will be er.
I certify that all inform	ation in this statem	ent in true and	complete to	the best of my knowledge.
Name				Date
Title and Company				

The CRT encourages the participation of disadvantaged persons, minority and women owned businesses

ATTACHMENT A1

STANDARD CONTRACTOR EVALUATION FORM (For review only)

ATTACHMENT A1 STANDARD CONTRACTOR EVALUATION FORM

Projec	t Address:					_ City			_
	/								
Projec	ct Owner: _								
INSTRU	UCTIONS:								
weath					mance of cont and signed by a			_	oversight
>	Program C	oordina	tor may co	mplete this	ration services form as an Ev for Payment".	aluation c			
>		t. "No pe	erson shall	be liable fo	l Evaluation mo	_			
so by s Evaluatinclude negotia	submitting a tion. Evaluat e a written e	written tors find explanati ents of a	response ing it neceson for the an Evaluation	to CRT's Pro essary for go revision ac	rmation conta ogram Manage ood cause to re ceptable to CR tions and writt	r within 3 vise an ev T's Progra	0 days of re valuation m Im Manage	eceipt of a d ay do so pr r. An Evalu	copy of the rovided they ator cannot
EVALU	ATION QUE	<u>STIONS</u>							
perfor	mance was "	'unacce _l	ptable = 0,	" "poor = 1,	h of the follow " "satisfactory tegory in the ri	= 2," "vei	ry good = 3"	_	
Project "PASS	t Rating. PLE	ASE NO	TE THAT A of two or r	TOTAL PRO	n, please total JECT RATING S t Ratings belov r.	CORE OF	AT LEAST 1	0 IS REQUI	RED TO
perform	mance belov	w "satisf	actory" in	any catego	sign in any cate ry, a detailed w mments, pleas	ritten exp	olanation (v	vith examp	oles) must be
GENER	AL INFORM	ATION	Type of E	valuation:		☐-Final.	For a \square -	General Co	ontractor
REFERE	ENCE: Contra						_Tel#:		ID

ATTACHMENT A1 STANDARD CONTRACTOR EVALUATION FORM (Cont.)

Scope of	of Wo	rk: Atto	ich a C	opy of	the NEAT V	Vork	(Orde	r (WO)		
Work C	Order I	Date:	/	_/	_ End Date		_/	_/	File Closure Date:/	_/
LEGAL	AND A	ADMINI	STRATI	VE PRO	CEEDINGS	:				
deman involvir	ds for	direct p	aymen	t, payn this co	nent bond ntract? Wh	clain nat is	ns, cor s the s	ntract fa tatus o	ked bonds, and assessed dam ailures, contract terminations, f any pending litigation? What ounts of assessed damages or	, or penalties t was the final
1.	Qual	ity of W	orkma/	nship 8	& On-Site S	upe	rvisory	/ Perso	nnel:	
		wo Did	rkman d the cr	ship pro ew lead	oblems? W	as the	he con nowled	tractor ge, ma	nship. Were there quality-rela responsive to "Go-Back" wor nagement, & experience to ru xamples.	k required?
Commo	ents:									
Score:		·								
2.	Proje	ct Man	ageme	nt, Sch	eduling &	Subc	ontra	ctor Ma	anagement:	
	>	contrac	ctor or orders	nis sub	contractor(s) m	eet th	e contr	o adhering to contract scheduract schedule or revisions by a to this contractor? If so, provi	pproved
Commo	ents:									
Score:										
3.		-			Procedure					
	>								rocedures on this project. We If so, provide specific exampl	
Commo	ents:									
Score:										

ATTACHMENT A1 STANDARD CONTRACTOR EVALUATION FORM (Cont.)

4. Working Relationships:

➤ Rate this contractor's working relationships with other parties (i.e. occupants, subcontractors, etc.) Did this contractor relate to other parties in a professional manner? If not, give specific examples.

Comments:								
 5. Paperwork Processing & Change Orders: Rate this contractor's performance in completing and submitting required project paperwork (i.e. invoice & required forms per agreement, etc.) Did the contractor submit the required paperwork promptly and in proper form? Where Change Orders reasonable. If not, provide specific examples. 								
Comments:								
NOTE: A TOTAL POINTS SCORE OF LESS THAN 80 IS A FAI	LILING SCORE. Total	[
I certify that, to the best of my knowledge:								
Signature of: Dan Yagmin QCI or Sean Skorton QCI	Date							
Contractor Signature	Date							
Signature of Barbara Schmitt CRT Program Coordinator	 Date							

ATTACHMENT B

CONTRACTOR SERVICE
AGREEMENT – TERMS &
CONDITIONS
(For review only)

CONTRACTOR AGREEMENT FOR SERVICES OR SERVICES AND MATERIALS FOR DEEP/LIHEAP HEALTH & SAFETY PROGRAM

INSTRUCTIONS

- 1. TYPE OR PRINT CLEARLY ON THE FORM
- 2. ALL SECTIONS MUST BE COMPLETED

This agreement made Wednesday, January 03, 2018 by the Community Renewal Team
Inc., Contact: John Latour, Weatherization Program Manager, 330 Market Street, Hartford, C'
06120, Phone 860-560-5137, hereinafter referred to as the "Agency", and (Name, Address, Contact
Name, Telephone)
1 1 6 6 1 1 1 1 1 1 1 1

hereinafter referred to as the "Contractor."

STATEMENT OF WORK

The Contractor shall furnish all supervision, technical, personnel, labor, machinery, tools, equipment, services and materials; and perform all required work as may be specified by work order(s) as provided herein. Materials supplied by the Contractor to be used in the work contemplated herein shall meet or exceed Federal specifications as set forth in Appendix A of the 10 CFR 440, or in the State of Connecticut US DOE Weatherization State Plan for Low Income Persons and all of the Field Implementation Manual requirements from the DEEP Weatherization Field Guide and NREL SWS Guide.

PERIOD OF PERFORMANCE

The effective dates of this Agreement shall be for XXX 2018 through XXX, 2018 and any additional period as the Agency and the Contractor shall agree.

CONTRACT PRICE

The Agency may assign Contractor specific work (the "work") by way of written work order ("Work Order"), and will pay the contractor for performance of the completed work, in current funds, subject to additions and deductions as may be agreed upon or as may be made in accordance herewith. Payments for satisfactorily completed work shall be made in accordance with the Standard Unit Price Lists (Attachments B & C), but notwithstanding anything to the contrary stated or implied herein, Agency shall in no case be liable for payment in excess of available funding.

Contractor shall in no case be entitled to extra or additional compensation upon Agency's failure or refusal to release any building or buildings during the contract period. The Agency may, in its sole discretion, substitute or remove buildings and add to or reduce all related work if deemed necessary by Agency in its sole discretion. Price adjustments shall be pro-rata.

Contractor shall cooperate with the Agency to coordinate with other contractors in the scheduling and completion of the work.

GENERAL CONDITIONS

No work shall begin until the Agency issues a written Work Order to the Contractor.
 Agency and Contractor may from time to time change and amend the Work Order, but no
 such changes or amendments shall be enforceable or binding upon Agency unless made in
 writing duly executed by Agency. Contractor shall, for no purposes, be entitled to rely on

- oral or implied amendments, changes or modifications to the Work Order.
- 2. All work must be completed within <u>45</u> days of the date of the Work Order submission to the Contractor unless waivered by Agency Program staff. Time is of the essence and Agency may, in its sole discretion and without liability to Contractor of any nature or sort, terminate this Agreement and cancel all work if Contractor fails to timely complete the work as provided herein. Contractor may submit a letter requesting additional time in the event of any delay in the availability or delivery of materials, and Agency may approve or decline such requests in its sole discretion. Liquidated damages may apply (See Liquidated Damages Section) No grant of additional time shall be effective unless made in writing and signed by Agency. Contractor's failure to timely complete the work is a violation of this Agreement and Agency may (i) at its sole and absolute discretion terminate this Contract without liability to Contractor or Contractor's agents, employees, representatives or suppliers, by so notifying the Contractor and (ii) pursue and obtain all other relief and remedies available to Contractor in law or in equity.
- 3. All times specified in this agreement for the performance and obligations of the parties is deemed of the essence. The acceptance of late performance shall not waive the right to claim damages for such breach nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed by the delinquent party. The Agency may in its sole discretion and without prior notice deduct damages and set off amounts due from Contractor from any payment otherwise due to the Contractor.
- 4. Work on any unit may require the efforts of multiple contractors, and Agency will make its best efforts to coordinate and expedite the work of contractors to permit prompt completion and closing of jobs. Contractor shall use its best efforts to coordinate its work with other contractors and to comply with Agency's directions regarding the scheduling of work.
- 5. All work shall be completed in a competent and workmanlike manner and be acceptable to the Agency. All materials must be installed in accordance with the procedures outlined in the Work Order or as otherwise provided by Agency in writing. Agency's acceptance of faulty work or Contractor's failure to disclose or discover defects will not relieve the Contractor from responsibility, as set forth herein.
- 6. Agency shall make payment to Contractor within (i) thirty working (30) days of Agency's Health & Safety file closing and approval of Contractor's completed work and (ii) Contractor's provision of lien waivers as provided herein. Agency may accept or reject the work in Agency's reasonable discretion, and Contractor shall not be entitled to payment unless and until Contractor corrects any deficiencies in the work to Agency's reasonable satisfaction. As a further condition to payment, Contractor shall provide to Agency (i) a written statement satisfactory to Agency representing and warranting to Agency the identity of all independent contractors, sub-subcontractors and material suppliers engaged by Contractor in connection with the work, (ii) lien waivers in form and substance acceptable to Agency executed by every such person or entity that has or may have an opportunity to file any mechanic's lien in connection with the work, and (iii) evidence, reasonably satisfactory to Agency, reflecting contemporaneous payment made therefor by Contractor. In the event of a good faith dispute with Contractor or any subcontractor or material supplier, Agency may at Contractor's expense bond off of any lien placed on any property in connection with the work or any compensation claimed by Contractor hereunder
- 7. Contractor must submit with the job invoice;

- a. Invoice with Name and Address.
- b. Clear and concise work item details.
- c. Documentation including; burner combustion report, input sheet, labeled pictures of pre and post work, pictures of EPA RRP procedures and protocols during construction and Mechanics Lien Waiver. Additional documentation specific to a particular job may be required such as, but not limited to disclaimers, sidewall waivers and permits.
- 8. Contractor shall defend, indemnify and save the members of the Agency, the State of Connecticut, the United States, and their respective representatives, officers, agents and employees from and against any and all losses, costs, damages, suits, actions, or claims of any character, sort, time and description whatsoever brought for or on account of any losses or damages suffered or sustained by any person, persons (including any person or company asserting title to or a security interest, lien or claim against the materials furnished pursuant to this contract) or property by or from the Contractor or by or in consequence of (i) any violation of this Agreement, (ii) any neglect in safeguarding or preserving materials, the work or in performance of the work, (iii) on account of defective workmanship or materials, (iv) damages caused to any property in which the work is performed or to the residents or occupants of any such property or their belongings, or (v) by or on account of any act, omission, or misconduct of the Contractor or any of its representatives, servants, suppliers, vendors, invitees or employees. Contractor shall further defend the Agency, the State of Connecticut, the United States, and their respective representatives, officers, agents and employees against all claims arising hereunder or in connection with the work with counsel reasonably acceptable to Agency at Contractor's sole expense. Contractor shall pay all attorney's fees, court costs and litigation expenses, including but not limited to all such attorney's fees, costs and expenses incurred by Agency in any dispute with Contractor, irrespective of whether such dispute results in litigation. Contractor's obligations hereunder shall survive the termination of this Agreement for any reason or cause and shall persist until the expiration of all statutes of limitation or repose in connection with any claim that could be made against Agency in connection with the work or other services or materials provided hereunder.
- 9. The Contractor agrees that the Agency is acting in an independent capacity and not as an agent or instrumentality of any Municipal, State or Federal Government.
- 10. If changes or interpretations in federal law or regulations shall cause any remaining performance within this contract to be unlawful or any governmental or other agency terminates or materially delays the funding of the programs under which this Agreement is entered, the Agency may cancel such remaining performance under this Agreement and may cancel such remaining work without liability of any nature or sort.
- 11. Executive Order 11246 entitled "EQUAL EMPLOYMENT OPPORTUNITY" as amended by Executive Order 11375 and as supplemented in U.S. Department of Labor Regulations (10 CFR 60) is hereby incorporated and made part of this Agreement. Contractor shall not discriminate against any person or group of persons as set forth in said Executive Order.
 - Agency shall not induce, by any means, any persons or group of persons employed as Contractor or subcontractor for any weatherization project, to give up any part of the compensation to which it, he, she or they are otherwise entitled; as set forth in the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Department of Labor regulations (29 CFR Part 3) and the Contract Work Hours and Safety Standard Act (40

- 12. USC 327-330) and supplemented by Department of Labor regulations (29 CFR Part 5).
- 13. Contractor shall at its sole expense and at all times during the term hereof:
 - a. Apply for and obtain at its sole cost all applicable Building Permits, licenses and approvals.
 - b. Keep the premises broom clean and orderly during the course of the work and remove and properly dispose of debris at the end of each work day. Contractor shall comply with all applicable laws and regulations and with Agency's directions with regard to the storage and stockpiling of materials and with regard to the removal and disposal of debris.
 - c. Permit the Agency, the Connecticut Department of Energy and Environmental Protection (DEEP) and U.S. Department of Energy (DOE), Department of Social Services (DSS) of any of their authorized representatives to examine and inspect the weatherization work.
 - d. Repair all surfaces and work damaged by the Contractor resulting from work under this agreement at no additional cost to the Agency. (Repair of existing work shall mean the item is to be restored to its prior condition or better.)
 - e. Verify attendance at training for lead safe weatherization work for all of Contractor's employees working on weatherization units prior to the commencement of work.

WARRANTY

Notwithstanding any acceptance of the work by Agency, Contractor does hereby warrant and guarantee the work performed and material supplied hereunder for a period of one (1) year from the date of final acceptance of all work required by this agreement. If at any time within the applicable warranty period, any such work or materials prove to be defective in design, operation or workmanship, Contractor shall promptly upon demand complete such repairs or replacements deemed necessary or advisable by Agency at Contractor's sole expense. This warranty by the Contractor is in addition to all warranties, both expressed and implied, offered by the manufacturer and distributor of the materials furnished by the Contractor and to the Agency, and all warranties implied by law and shall survive the termination of this Agreement for whatever reason or cause.

INSURANCE

The Contractor shall provide liability insurance and name "Community Renewal Team, Inc., 555 Windsor Street, Hartford, CT 06120" as <u>additional insured</u> and as <u>additional loss payee</u> on the Certificate of Insurance.

- Contractor shall provide a Certificate and other evidence of such insurance to CRT at the signing of the agreement and upon demand any time thereafter during the duration of this agreement in amounts acceptable to CRT not less than the following:
 - General Liability (\$1,000,000 each occurrence/\$2,000,000 general aggregate);
 - Automobile Liability (\$1,000,000 each accident);
 - Error & Omissions (\$1,000,000 each occurrence);
 - Professional Liability (\$1,000,000 each occurrence) or
 - Umbrella Liability (\$5,000,000 each occurrence);

- Workers Compensation (\$1,000,000 each accident, \$1,000,000 each employee, \$1,000,000 disease policy limit).
- Pollution Occurrence with a policy that provides there basic limits \$1,000,000 per occurrence; \$1,000,000 aggregate for the policy term and \$2,500 deductible.
- As a substitute for Workers' Compensation Insurance for self-insurers, the Contractor may provide CRT with a "Certificate of Solvency" issued by Connecticut Workers' Compensation Commission.

LIQUIDATED DELAY DAMAGES AND OTHER DAMAGES

- All work must be completed within <u>45 days</u> of the date of the Work Order submission to the Contractor. If there are any delays in the delivery of materials, the Contractor shall submit an email to the CRT's DOE Coordinator requesting additional time caused by said delay. Extensions may only be granted in writing. At the option of CRT this contract may be canceled by failure of the Contractor to finish work within time specified. *Exception: ALL replacement windows with verification of order date submitted to the Program Coordinator for documentation.
- It is understood and agreed that if production is delayed that damages will be uncertain and difficult to ascertain, and it is agreed that the reasonable foreseeable value of such delays would be the sum of One Hundred Dollars (\$100) per day for each day's delay in fully completing said project beyond the time specified in a subsequent written agreement, plus any written extensions of time allowed by CRT.

TERMINATION

- A. For Fault If the Agency determines that the Contractor has failed to perform or will fail to perform all or any part of the contracted services or obligations required under this Agreement, the Agency may terminate or suspend this Agreement in whole or in part upon written notice by certified mail to the Contractor specifying the portions of this Agreement terminated, suspended or reduced. Such notice shall specify the violation(s) of this Agreement, and, in the case of termination, shall specify a reasonable period of not more than ten (10) days nor less than five (5) days from receipt of the notice, at which time the Agreement shall be deemed terminated. In the event of such termination, any materials, supplies, tools or equipment provided by the Agency shall be returned forthwith by the Contractor.
- **B.** Not for Fault Whenever the Agency determines that termination of this Agreement in whole or in part is in the best interest of the Agency or the State, or in the event that termination is required by a Federal Sub-grantee, the Agency may terminate this Agreement by written notice to the Contractor specifying the services terminated and the effective date of the termination. Upon termination, the Contractor shall be entitled to and the Agency shall pay, the eligible costs incurred in compliance with this Agreement until the date of the termination, plus any costs the Contractor incurs directly resulting from such termination, provided however, that the total amount paid to the Contractor shall not be more than the amount of Total Compensation specified in this Agreement.
- **C.** Termination for Circumstances Beyond the Control of the Contractor The Contractor shall be liable for default unless nonperformance is caused by an occurrence

beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign of contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Agency in writing as soon as it is reasonably possible after the commencement of any excusable delay; setting for the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Agency of the cessation of such occurrence.

D. In the event of termination of this Agreement, the Agency shall simultaneously forward to the State/Division a copy of the required notice.

LICENSES AND REGISTRATION

In accordance with Chapters 393 and 400 of the Connecticut State General Statutes, the Contractor does and shall at all times during the term hereof maintain the following licenses and/or registrations in good standing:

General Home Improvement

	Home Improvement Contractor's Registration	#
	Contractor's Electrical License	#
	Contractor's Plumbing License	#
	Heating, Piping & Cooling Limited Contractor	#
BPI Certifications		
	Building Analyst	#
	Envelope Professional	#
	Multi Family Professional (If applicable)	#
Other Certifications	EPA RRP Certified Firm	
	EPA RRP Certified Supervisor	
	AHERA Certification	
	OSHA 10 Certification	
	OSHA Confined Space (one employee per Contractor to be determined)	

In the event that any license or registration of the Contractor lapses or otherwise becomes inactive or invalid, Contractor shall notify Agency in writing within two business days.

In addition to the foregoing and within fifteen (15) days following Contractor's execution of this contract, Contractor shall provide to Agency satisfactory evidence that Contractor is an EPA Lead Safe Certified Firm and holds EPA LRRP credentials. Contractor shall observe and comply with all necessary measures during DOE installations.

AUDIT

The Agency, Connecticut Department of Energy and Environmental Protection, United States Department of Energy, Connecticut Department of Social Services and the Comptroller General of the United States, or any of their duly authorized representatives shall have access to all books, documents, papers, and records which are directly pertinent to the Connecticut Weatherization Programs for the purpose of making an audit, examination, excerpts, and/or transcriptions without notice and at all reasonable times. The contractor agrees to retain all records at its usual place of business for a period of three (3) years from final payment or until all audits, litigation or other actions are resolved, whichever is later.

DEBARMENT AND SUSPENSION

The prospective contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a state or federal department or agency.

executed on the day and yes implied herein, this Agreeme any purpose until reviewed a	ear first above writent shall not be enfo and approved by the n. This contract ter	s hereto have caused this agreer tten. Notwithstanding anything orceable against or binding on A e State Connecticut Department rminates on	g stated or Agency for of Energy	
Witness (Print)	Date	Contractor (Print)	Date	
Witness (Signature)	Date	Contractor (Signature)	Date	
AGENCY: Community Ren	ewal Team, Inc.			
Witness (Print)	Date	Contractor (Print)	Date	
Witness (Signature)	Date	Contractor (Signatur	re) Date	

ATTACHMENT C

Debarment Certification Form

ATTACHMENT C DEBARMENT CERTIFICATIONFORM

CONTRACTOR AGREEMENT FOR SERVICES OR SERVICES AND MATERIALS DEEP/LIHEAP HEALTH & SAFETY PROGRAM

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions.

The prospective lower tier participate certifies, by submission of this proposal, that neither it nor its principles is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal department or agency.

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective shall attach an explanation of his proposal.

Organization Name	
Name & Title of Authorized Representative (Pri	nt)
Authorized Signature	Date

ATTACHMENT D

Non-Collusion Affidavit of Prime Bidder/Subcontractor Form

ATTACHMENT D NON-COLLUSION AFFIDAVIT OF PRIME BIDDER/SUBCONTRCTOR

State	of Connecticut in the County of, being
first du	aly sworn, deposes and says that:
1.	He is of
(C	Owner, partner, officer, rep. or agent the Bidder that has submitted the attached Bid)
2.	He is fully informed respecting the preparation and contents of the attached Bid and all pertinent circumstances respecting such Bid;
3.	Such Bid is genuine and is not a collusive or false Bid;
4.	Neither the said Bidder nor any of its officers, partners, owners, subcontractors, agents, representatives, employees or parties in interest including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to submit a sham Bid in connection with the contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or any other Bidder, or to fix overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement and advantage against the CRT Weatherization Department, or the owner of the property interested in proposed contract.
5.	No member of the Agency, or other Officer of CRT, or any person in the employ of the Responsible Agency is directly or indirectly interested in the bid, or the work to which it relates, or in any portion of the profits thereof; and
6.	The price of prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest including this affiant;
7.	I am/The Bidder is not indebted to CRT in any form or manner.
Signed	l:
Title:	Witnessed by:

ATTACHMENT E

ENVIRONMENTAL TESTING & CONSULTING SERVICES FEE SCHEDULE

ATTACHMENT E ENVIRONMENTAL TESTING & CONSULTING SERVICES PROPOSAL COMPANY INFORMATION AND FEE SCHEDULE

	Company Name:						Phone#:		
	Address:								
	Primary Contact Name:					Contact's Title:			
	Contacts Cell Phor	ne #:		Contact's Email:		,			
							Labor	Materials	
	Inspector Fee (Cost	for;	travel to site, sample collection	on, & assess condi	tion	s)	\$ /hourly	\$	
	Asbestos – Bulk Sa	mple	s (per sample) 24 Hour Respo	onse			\$	\$	
	1. Polarized Light	t Mic	roscopy (PLM) 24 Hour Resp	ponse			\$	\$	
	2. PLM – Point C	ount					\$	\$	
	Address: Primary Contact Name: Contact's Title: Contacts Cell Phone #: Contact's Email: Inspector Fee (Cost for; travel to site, sample collection, & assess conditions) Asbestos – Bulk Samples (per sample) 24 Hour Response 1. Polarized Light Microscopy (PLM) 24 Hour Response 2. PLM – Point Count 3. Transmission Electron Microscopy (TEM) Chatfield Method Air Samples 4. Phase Contrast Microscopy (PCM) 5. Transmission Electron Microscopy (TEM) Asbestos Work Plan Application Include Location Map http://www.ct.gov/dph/cwp/view.asp?a=3140&q=420046&dphNav_GID=1889 a. PCM Clearance Testing for Re-Occupancy b. TEM Clearance Testing for Re-Occupancy Asbestos Consulting Hourly Radon – per sample short term testing Technical Report (Per Unit) Lead: Pre-Renovation & Post Clearance Wipe Samples 24 Hour Response 1 Unit 2 U All unit costs are per sample include unit map with room count in report 3 U			\$	\$				
	Air Samples						\$	\$	
	4. Phase Contrast	Mic	roscopy (PCM)				\$	\$	
	5. Transmission I	Electr	on Microscopy (TEM)				\$	\$	
							\$	\$	
							\$	\$	
	b. TEM Clearance Testing for Re-Occupancy						\$	\$	
	Asbestos Consulting Hourly						\$	\$	
	Radon – per sample short term testing						\$	\$	
	Technical Report (I	Per U	nit)				\$	\$	
	Lead: Pre-Renovati	on &	Post Clearance Wipe Sample	es 24 Hour Respon	nse	1 Unit	\$	\$	
						2 Units	\$	\$	
	All unit costs are pe	er sar	mple include unit map with ro	om count in repor	t	3 Units	\$	\$	
						4 Units	\$	\$	
	Lead Based Paint Clearance Testing- HUD Lead Safe Housing Rule 24 CFR 35 Sub-part J Federal EPA Renovate Right Regulations (Per Unit Clearance)						\$	\$	
							\$	\$	
	Project Managemen	nt (Pe	er Hour)				\$	\$	
	Additional Charges	/Serv	vices				\$	\$	
	Signature:			Date:					

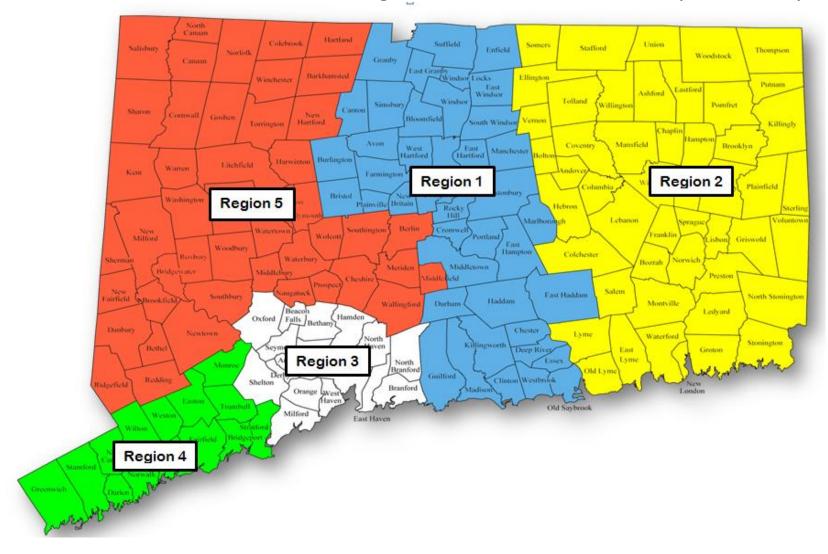
ATTACHMENT F

PRICING SHEET WEATHERIZATION HEALTH & SAFETY

ATTACHMENT G

Map Regions

PY 16 Weatherization Assistance Program Service Provider Directory and History



Andover	Region 2	East Hartford	Region 1	Monroe	Region 4	Sherman	Region 5
Ansonia	Region 3	East Haven	Region 3	Montville Region 2		Simsbury	Region 1
Ashford	Region 2	East Lyme	Region 2	Morris	Region 5	Somers	Region 2
Avon	Region 1	East Windsor	Region 2	Naugatuck	Region 5	Southbury	Region 5
Barkhamsted	Region 5	Easton	Region 4	New Britain	Region 1	Southington	Region 5
Beacon Falls	Region 3	Ellington	Region 2	New Canaan	Region 4	South Windsor	Region 1
Berlin	Region 5	Enfield	Region 1	New Fairfield	Region 5	Sprague	Region 2
Bethany	Region 3	Essex	Region 3	New Hartford	Region 5	Stafford	Region 2
Bethel	Region 5	Fairfield	Region 4	New Haven	Region 3	Stamford	Region 4
Bethlehem	Region 5	Farmington	Region 1	New London	Region 2	Sterling	Region 2
Bloomfield	Region 1	Franklin	Region 2	New Milford	Region 5	Stonington	Region 2
Bolton	Region 2	Glastonbury	Region 1	Newington	Region 1	Stratford	Region 4
Bozrah	Region 2	Goshen	Region 5	Newtown	Region 5	Suffield	Region 1
Branford	Region 4	Granby	Region 1	Norfolk	Region 5	Thomaston	Region 5
Bridgeport	Region 4	Greenwich	Region 4	North Branford	Region 3	Thompson	Region 2
Bridgewater	Region 5	Griswold	Region 2	North Canaan	Region 5	Tolland	Region 2
Bristol	Region 1	Groton	Region 2	North Haven	Region 3	Torrington	Region 5
Brookfield	Region 5	Guilford	Region 1	North Stonington	Region 2	Trumbull	Region 4
Brooklyn	Region 2	Haddam	Region 1	Norwalk	Region 4	Union	Region 2
Burlington	Region 1	Hamden	Region 1	Norwich	Region 2	Vernon	Region 2
Canaan	Region 5	Hampton	Region 2	Old Lyme	Region 2	Voluntown	Region 2
Canterbury	Region 2	Hartford	Region 1	Old Saybrook	Region 1	Wallingford	Region 5
Canton	Region 1	Hartland	Region 5	Orange	Region 3	Warren	Region 5
Chaplin	Region 2	Harwinton	Region 5	Oxford	Region 3 Washington	Washington	Region 5
Cheshire	Region 5	Hebron	Region 2	Plainfield	Region 2	Waterbury	Region 5
Chester	Region 1	Kent	Region 5	Plainville	Region 1	Waterford	Region 2
Clinton	Region 1	Killingly	Region 2	Plymouth	Region 5	Watertown	Region 5
Colchester	Region 2	Killingworth	Region 1	Pomfret	Region 2	West Hartford	Region 1
Colebrook	Region 5	Lebanon	Region 2	Portland	Region 1	West Haven	Region 3
Columbia	Region 2	Ledyard	Region 2	Preston	Region 2	Westbrook	Region 1
Cornwall	Region 5	Lisbon	Region 2	Prospect	Region 5	Weston	Region 4
Coventry	Region 2	Litchfield	Region 5	Putnam	Region 2	Westport	Region 4
Cromwell	Region 1	Lyme	Region 2	Redding	Region 5	Wethersfield	Region 1
Danbury	Region 5	Madison	Region 1	Ridgefield	Region 5	Willington	Region 2
Darien	Region 4	Manchester	Region 1	Rocky Hill	Region 1	Wilton	Region 4
Deep River	Region 1	Mansfield	Region 2	Roxbury	Region 5	Winchester	Region 5
Derby	Region 3	Marlborough	Region 1	Salem	Region 2	Windham	Region 2
Durham	Region 1	Meriden	Region 5	Salisbury	Region 5	Windsor Locks	Region 1
Eastford	Region 2	Middlebury	Region 5	Scotland	Region 2	Windsor	Region 1
East Granby	Region 1	Middlefield	Region 5	Seymour	Region 3	Wolcott	Region 5
East Haddam	Region 1	Middletown	Region 1	Sharon	Region 5	Woodbridge	Region 3
East Hampton	Region 1	Milford	Region 4	Shelton	Region 3	Woodbury	Region 5
						Woodstock	Region 2