

**Oregon Coast Community Action  
Weatherization**

**Coos and Curry County**

**Request for Proposal  
RFP #100101**

**For the**

**Weatherization Assistance Program**

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## **1. RFP Information and Requirements**

### **1.2 Request for Proposal**

Notice is hereby given that proposals will be received in person at the Offices of Oregon Coast Community Action, Inc. (ORCCA), 1855 Thomas Ave, Coos Bay, OR. 97420, for the Weatherization Assistance Program until: November 29, 2019 at 5:00 pm.

Any proposals received which are late, incomplete or not in proper form shall not be considered.

A printed copy of the Request for Proposal (RFP) #100101 may be obtained at ORCCA's main office located at 1855 Thomas Ave, Coos Bay, OR. 97420. To request an electronic copy of the RFP, call 541-435-7750 or email [ashleys@orcca.us](mailto:ashleys@orcca.us).

An electronic copy of the Oregon Weatherization Assistance Program Site Built and Manufactured Home Field Guide and Standards is also available on the Oregon Housing and Community Services (OHCS) Low Income Weatherization Assistance Program website:  
[https://www.oregon.gov/ohcs/CRD/SOS/docs/OR-WAP-Field-Guide-Updated-SWS-2018\\_04-17-18.pdf](https://www.oregon.gov/ohcs/CRD/SOS/docs/OR-WAP-Field-Guide-Updated-SWS-2018_04-17-18.pdf)

### **1.3 Background**

Oregon Coast Community Action (ORCCA) is a non-profit organization that operates/ administers a weatherization (WX) program within the boundaries of Coos County. The program is funded by the U.S. Department of Energy's (DOE) Weatherization Assistance Program (WAP), other public utility funds and independent grants. The program's goal is to reduce energy costs for low-income households by increasing the energy efficiency of their homes while ensuring their health and safety.

The Program prioritizes services to the elderly, persons with a disability, and families with children less than nineteen years of age. ORCCA's professionally trained Weatherization staff utilize computerized energy audits and advanced diagnostic equipment to determine the most cost-effective measures appropriate for each home.

Typical measures may include: installing insulation, sealing ducts, mitigating air infiltration; reducing electric base load consumption; installing or replacing ventilation systems, replacing windows, installing EPDM roofs, tuning, repairing or replacing heating systems, performing plumbing and electrical repairs, and other measures that can improve the energy efficiency of the homes and the health and safety of our clients.

### **1.4 Major Objectives for this Request for Proposal (RFP)**

The major objectives of this solicitation are to:

- 1) Identify vendors and/or contractors that will provide high quality Weatherization services and materials for ORCCA.
- 2) To ensure that all services and materials meet ORCCA, OHCS and the DOE best practice standards, specifications and requirements.
- 3) To ensure that all materials and/or services are provided in the timeframe established by ORCCA.
- 4) To promote open and full competition.
- 5) Award contracts to bidders whose product or service is most advantageous in terms of price, quality, and other factors.

### 1.5 Forms

Contractors must submit their proposals on forms included in this Request or otherwise furnished by ORCCA. All required forms are located in Section 3, Bid Documents of this RFP.

### 1.6 RFP Schedule Dates

The following are the key dates in the schedule for this procurement:

Request for Proposal (RFP) Released:	October 31, 2019
Bidders Conference at ORCCA's main office: 1855 Thomas Ave, Coos Bay, OR. 97420	November 11, 2019, 1:00 pm
Proposals Are Due:	November 29, 2019
Award Notification:	December 6, 2019

The deadline for receiving or delivering Contractor's proposal is 5:00 pm November 29, 2019 at ORCCA offices. Proposals are considered late if received after the due date and time specified. **Late proposals will not be accepted.**

ORCCA reserves the right to proceed under a modified version of this schedule.

### 1.7 Oversight

Oversight of the RFP #100101 process and resulting Contract will be exercised by the Oregon Coast Community Action Essential Services Coordinator. This person currently is Ashley Horath.

### 1.8 Length and Amount of Contract

There will be an initial 1-year contract period with up to a possible four 1-year extensions available. Each of these will be priced separately and exercised at ORCCA's discretion. Payments will be made per Exhibit 1 Statement of Work, which can be reviewed in Section 2 of this RFP. ORCCA makes no promise or guarantee of the actual or approximate amount that will be paid under any Weatherization Contract that it awards to a Contractor selected pursuant to this RFP.

### 1.9 Categories of Available Contracts

Based on RFP response, the following classifications will be filled in this RFP. Contractors are able and encouraged to bid on multiple classifications. Submit separate proposals if bidding on both Full Service and Small Service Weatherization Contractor.

- 1) **Full-Service Weatherization Contractor:** Weatherization trained Contractors equipped and qualified to perform larger crew-based projects or services that include the installation of multiple measures at one residence. Must be certified for EPA LRRP and maintain a CCB LBPR certification. These contractors may employ the use of specialty sub-contractors in the delivery of services.
- 2) **Small Service Weatherization Contractor:** Weatherization trained Contractors equipped and qualified to perform projects or services that do not require large crew-based installations. Projects may include single measures such as duct sealing, pressure balancing, pipe wrapping, window or door installation, etc. per Work Order issuance. Must be certified for EPA LRRP and maintain a CCB LBPR certification. These contractors may employ the use of specialty sub-contractors in the delivery of services.

- 3) **Specialty Contractors:** Contractors equipped and qualified to perform specialty services such as HVAC, Electrical, Insulation, Windows and Doors that may not require any specialized weatherization training. Some specialties must be certified for EPA LRRP and maintain a CCB LBPR certification.

### **1.10 Inquiries**

All inquiries concerning this Request for Proposals (RFP) will be submitted in writing and emailed to Ashley Horath at [ashleys@orcca.us](mailto:ashleys@orcca.us)

In no case shall oral communications take precedence over written communications. Only written communications shall be binding on the RFP.

ORCCA assumes no responsibility for representations concerning conditions made by its Officers or Staff prior to the execution of an agreement, unless such representations are specifically incorporated into the RFP by subsequent official written Addendum(s). Oral conversations pertaining to modifications or clarifications of the RFP shall not be considered part of the RFP unless confirmed in writing by an official written Addendum(s).

### **1.11 RFP Evaluation and Award**

All proposals submitted shall be evaluated in accordance with ORCCA criteria listed in this section. ORCCA will evaluate this RFP and will determine the best offer(s). Proposals must meet all the mandatory criteria in order for the quotations to be evaluated. Proposals that are incomplete or contain significant inconsistencies or inaccuracies may be rejected by ORCCA without further discussion.

The Agency will select Contractor(s) based on the following factors (Note: ORCCA reserves the right to modify the percentages):

1. **Cost of work (85%)**
2. **Demonstrated experience and training (6%)**
3. **Previous ORCCA program history and/or commitment to the nonprofit sector (3%)**
4. **Results of communications with references supplied by Contractor (3%)**
5. **Preference for emerging small, Minority and Women-owned businesses (3%)**

Qualified proposals will be reviewed and scored by a panel of individuals made up of ORCCA Weatherization and non-Weatherization staff members. The top scores will be evaluated and assigned an award placement from first, descending down depending on the number of contractors needed for that category. Contractors will be notified of their award placement and pending successful contract signing. Work will then be distributed by ORCCA per Exhibit 1: Statement of Work, of the final signed contract.

Bidders will be rejected that do not have the experience, skills or financial responsibility to fulfill the requirements of this contract. A bid will not be considered by ORCCA unless the bidder is licensed by the Oregon Construction Contractors Board (CCB). ORCCA reserves the right to accept or reject any part of any proposal, and to accept or reject any or all proposals without penalty. ORCCA reserves the right to waive minor deficiencies and discrepancies and minor irregularities, and to not award a contract if in the judgment of ORCCA the best interests of the agency shall be served.

### **1.12 Bidders Conference**

A Bidders Conference will be held at ORCCA's main office located at 1855 Thomas Ave, Coos Bay, OR. 97420 at 1:00 pm, November 11, 2019. Potential Bidders will not be required to attend the Bidders Conference, but attendance is highly recommended. All questions will be answered to the best of ORCCA staff abilities at the Bidders Conference. Questions that cannot be answered at the Bidders Conference will be answered in writing electronically by ORCCA by November 18, 2019.

### **1.13 Date, Time and Place to Submit Proposals**

Label the sealed submitted proposal: "Weatherization RFP #100101" and address to:

US Mail:  
Oregon Coast Community Action  
Ashley Horath  
1855 Thomas Ave.  
Coos Bay, OR 97420

In person or courier services:  
Oregon Coast Community Action  
Ashley Horath  
1855 Thomas Ave.  
Coos Bay, OR 97420

Fax: 541-435-7764

Email: [ashleys@orcca.us](mailto:ashleys@orcca.us)

Proposals shall be accepted until November 29, 2019 at 5:00 pm. Proposals shall be accepted in person, by courier service, email, fax, or the US Mail. It is the sole responsibility of prospective bidders to take notice of the date and time that proposals are due and to ensure their submittals are received prior to the due date and time. Late proposals shall not be accepted. Contractor proposals are considered late if received after the due date and time specified in the solicitation. Late proposals shall be so marked on the outside of the envelope and retained, unopened, in the procurement folder. Contractors that submit late proposals shall be sent a letter notifying them that their proposal was late and could not be considered for award.

### **1.14 Integrity of Proposals**

By signing a proposal(s), an Offeror affirms that s/he has not given any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to an ORCCA member in connection with the submitted proposals. Failure to sign the proposal or signing it with a false statement shall void the submitted proposal or any resulting agreements and the Offeror shall be removed from all supplier/contractor lists.

### **1.15 Proposal Applicability**

Offeror must substantially conform to the terms, conditions, specifications and other requirements found with the text of the Specifications and Pricing bids. All previous agreements or other documents which have been executed between the Offeror and ORCCA are not applicable to this Request for Proposal or any resultant agreement.

### **1.16 Costs for Preparation of Proposals for RFP #100101**

No payments shall be made to cover costs incurred by any Offeror in the preparation or submission of the RFP nor any other associated costs.

### **1.17 Certification of Independent Price Determination**

By submission of a response to this RFP, the Offeror certifies that in connection with this procurement:

1. Prices in the quotations have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any competitor.
2. Each person signing the quotations certifies either that:
  - A. He or she is the person in the Offeror's organization responsible for the decision as to any prices being offered herein, and that he or she has not participated in, and shall not participate in, any action contrary to the requirements of this document.
  - B. He or she is not the person in the Offeror's organization responsible for the decision as to any prices being offered herein, but that he or she has been authorized to act as agent for the persons responsible for such decision. Furthermore, those persons have not participated in, and shall not participate in, any action contrary to the requirements of this document.

Any offer made in the submitted quotations, and any clarifications to the RFP shall be signed by an officer of the offering firm or a designated agent empowered to bind the firm in an agreement.

If ORCCA has reason to believe that collusion exists among the bidders, none of the bids from the participants in such collusion shall be considered; all involved bids will be rejected.

## 2. Sample Contract Documents

The following documents in this section are for RFP bidding purposes only and do not represent a binding agreement of any kind. Should an offeror's proposal be accepted, a final signed version of these documents will make up the contract agreement. ORCCA reserves the right to add, amend or omit any portion of the Standard Terms and Conditions and/or the corresponding Exhibits or Attachments that make up the entire contract document.

### 2.1 STANDARD TERMS AND CONDITIONS

1. **Time is of the Essence.** Time is of the essence in the performance of this Contract.
2. **Assignment and Subcontracts.**

Contractor shall not assign or transfer any of its interest in this Contract, without the prior written consent of ORCCA. Brokering of this contract to another Contractor will not be permitted. Contractor shall contact ORCCA prior to negotiating any subcontracts and shall obtain approval from ORCCA before entering into any subcontracts for goods or services to be provided under this Contract. ORCCA reserves the right to reasonably reject any subcontractor or supplier and no increase in the Contractor's compensation shall result thereby. All subcontracts for work under this Contract shall be in writing and shall require compliance with the terms and conditions of this agreement.

3. **Termination/Restriction Provisions.**

- a. **Termination - Immediate.** ORCCA shall have the right to terminate this Contract immediately upon occurrence of any of the following events:

1. ORCCA receives notice of denial, revocation, suspension, or non-renewal of any license or certificate required by this Contract or by law or regulation to be held by Contractor to perform work under this Contract.
2. Contractor has endangered or is endangering the health and safety of clients, residents, staff or the public.
3. The Contract between ORCCA and any funding source for provision of services is terminated in whole or in part by the funding source for any reason or
4. Contractor's financial instability, which ORCCA deems sufficient to jeopardize quality of work.

Upon termination under this subparagraph, all work shall be suspended immediately, and no new work shall be issued. Costs Contractor incurred prior to termination shall not be paid unless expressly authorized by ORCCA in writing. Upon such termination, contractor shall be entitled to receive the reasonable value of the work performed prior to the termination and the value of any materials that are useable to complete performance of outstanding Work Orders, less any claim or claim for set-off which ORCCA has against Contractor. ORCCA may withhold any amount due Contractor until such time as the exact damages due to ORCCA from Contractor are agreed upon or otherwise determined. Termination under this subparagraph shall not affect any right, obligations, or liability of Contractor or ORCCA that accrued prior to such termination.

If this Contract is terminated under this provision the termination shall not be effective until all work under outstanding Work Orders is completed and approved by ORCCA and all payments due Contractor have been made.

- b. **Termination - 30-day notice.** Either party may terminate this Contract for any reason upon thirty (30) calendar days written notice to the other party.

**Termination of contract for suspension of work.** If, through no act or fault of Contractor, the work is suspended for more than sixty (60) calendar days Contractor may, after seven (7) calendar days present written notice to ORCCA, return the Work Order to ORCCA without penalty and/or terminate the contract. In such event, Contractor's sole remedy shall be to recover payment from ORCCA for the reasonable value of all completed work performed prior to termination.

**Termination of contract for ORCCA failure to pay timely:** If ORCCA fails to act upon an invoice within thirty (30) calendar days of receipt or final inspection approval by ORCCA, whichever is later, Contractor may after

seven (7) calendar days present written notice to ORCCA, terminating the contract. In such event, Contractor's sole remedy shall be to recover payment from ORCCA for the reasonable value of all work performed prior to termination.

If this contract is terminated under this provision, the termination shall not be effective until all work under the outstanding Work Orders is completed and approved by ORCCA and all payments due to the Contractor have been made.

- c. Restriction - Failure of the work to meet specifications for work items related to health and life safety.** ORCCA may temporarily restrict Contractor from receiving any award of Work Orders under this Contract if inspection reveals that the work covered by any specification in Exhibit 7 of the contract and listed in item 3c of this Standard Terms and Conditions fails to conform in any respect to the relevant specification in Exhibit 7 and, following opportunity to cure, the work does not pass reinspection by the end of the following calendar day. The restriction begins on the day the work fails to pass re-inspection and ends on the date the work passes inspection.
- d. Restriction - Failure of the work to meet specifications for work items not related to health and life safety.** ORCCA may restrict Contractor from receiving an award of Work Orders under this Contract if inspection reveals that the work covered by any Specification in Exhibit 7 of this contract and fails to conform in any respect to the relevant specifications in Exhibit 7 of this contract and, following opportunity to cure, the work does not pass re-inspection within ten (10) business days. If the work is not corrected within ten (10) business days, restriction under this paragraph begins on the eleventh (11<sup>th</sup>) business day after the work fails to pass inspection and continues until the work passes inspection. The Contractor may appeal the results of an inspection through ORCCA Weatherization Program management. An appeal must be submitted in writing no later than ten (10) calendar days after the notice of failure date. An appeal shall be submitted to the ORCCA Weatherization Program Manager. Results of the appeal will be available three (3) calendar days after receipt of appeal.
- e. Restriction - Indefinite.** ORCCA may temporarily restrict a Contractor from receiving any awards of Work Orders under this Contract for **an indefinite period** upon occurrence of any of the following events:

  - 1. Failure of a Contractor to complete the work on any Work Order or its contents within the time limits provided for in Exhibit 1. The restriction will continue from the date that the work becomes overdue on any project until the date that there is no longer any work overdue on any project.
  - 2. Contractor's high-density insulation equipment does not meet the specifications outlined in Exhibit 1. This restriction shall continue until Contractor demonstrates that equipment meets the specifications.
  - 3. If the Contractor is restricted from receiving Work Orders, for any reason, three times within any twelve-month period. This restriction shall continue until ORCCA in its sole discretion, determines that Contractor has sufficiently corrected the cause or causes of the restrictions.
- f. Restriction - Failure to accept work.** Contractor shall accept all Work Orders and its contents that are awarded. If Contractor fails to accept more than three jobs awarded to Contractor within any twelve-month period, Contractor may be restricted from receiving any awards of Work Orders until the next contract anniversary.
- g. Restriction- Voluntary.** Upon receipt of a written request by Contractor made to ORCCA Weatherization Program, Contractor will be placed on voluntary restriction from receipt of Work Orders. Contractor must accept all Work Orders that have been awarded prior to receipt of the request for voluntary restriction. Upon further receipt of a written request by Contractor, Contractor will be reinstated in the process for award of Work Orders.

If the Contractor is restricted from receiving Work Orders, for any reason, three times within any twelve-month period. This restriction shall continue until ORCCA, in its sole discretion, determines that Contractor has sufficiently corrected the cause or causes of the restrictions.

- 4. Records Retention.** Contractor shall maintain job records on each client who receives services under this contract, unless the work requested precludes delivery of service on an individual client basis. All records and files shall be secured to prevent access by unauthorized persons. Contractor agrees to maintain fiscal records and other records pertinent to this contract. All fiscal records shall be maintained pursuant to accepted accounting standards, Oregon Administrative Rules and applicable federal rules and regulations including Single Audit Act of 1984: Other records shall be maintained to the extent necessary to clearly reflect any actions taken. Contractor further agrees to provide access to any books, documents, papers, and records of Contractor, which are pertinent to this Contract, and further, to allow the making of audits,



examinations, excerpts, and transcripts. Such access shall be freely allowed to state, federal, and ORCCA personnel and their duly authorized agents. All books, documents, papers, or other records shall be retained for three (3) years from the date of expiration or termination of this Contract. If, however, any audit questions remain unresolved at the end of this three-year period, all records shall be retained until resolution. Records involving matters in litigation shall be kept not less than one year after resolution of all litigation, including appeals.

5. **Ownership of Work.** If this Contract is terminated prior to completion, ORCCA may require the Contractor to transfer and deliver to ORCCA any partially completed work products, reports or documentation that the Contractor has specifically developed or acquired for the performance of this Contract.

6. **Compliance with Applicable Law.** Contractor shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this Contract, and all regulations and administrative rules established pursuant to those laws, including, without limitation, the following laws:

- a. Federal Funding Accountability and Transparency Act (FFATA) of 2006 (P.L. 109-282) provisions of which include but may not be limited to a requirement for contractor to have a Data Numbering System (DUNS) number and maintain a current registration in the Central Contractor Registration (CCR) database.
- b. Titles VI and VII of the Civil Rights Act of 1964, as amended.
- c. Sections 503 and 504 of the Rehabilitation Act of 1973, as amended.
- d. The Americans with Disabilities Act of 1990, as amended.
- e. ORS Chapter 659, as amended.
- f. Executive Order 11246, as amended.
- g. Age Discrimination in Employment Act of 1967, as amended and the Age Discrimination Act of 1975, as amended.
- h. The Vietnam Era Veterans Readjustment Assistance Act of 2014, as amended.
- i. ORS All regulations and administrative rules established pursuant to the foregoing laws and all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.
- j. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, ORCCA may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the Contractor by reason of this Contract. The payment of a claim in the manner authorized in this section shall not relieve the Contractor or the Contractor's surety from any obligation with respect to any unpaid claims.
- k. Contractor shall maintain in effect all licenses, permits and certifications required for the performance of the work. Contractor shall notify ORCCA immediately if any license, permit or certification required for performance of this Contract shall cease to be in effect for any reason. Current copies for licenses and certifications shall be provided to ORCCA>

7. **Indemnity and Hold Harmless.** Contractor shall defend, hold harmless and indemnify ORCCA, its officers, agents, and employees from all claims, suits, or actions of whatsoever nature, including attorney fees resulting from or arising out of the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract.

8. **Insurance.** Contractor shall provide the following insurance:

a. Workers Compensation insurance in compliance with ORS 656.117 together with Employer's Liability insurance with coverage limits of not less than \$500,000.

b. Commercial General Liability insurance, to cover Bodily Injury, Death and Property Damage. It shall include contractual liability coverage for the indemnity provided under this agreement. Contractor shall provide proof of insurance of not less than the following amounts:

**Bodily Injury/Death**

Per occurrence limit for any single claimant:

From October 1, 2019 to September 30, 2020 \$1,000,000.

Per occurrence limit for any number of claimants:

From October 1, 2019 to September 30, 2020 \$1,000,000

**Property Damage**

Per occurrence limit for any single claimant of not less than \$1,000,000.

Per occurrence limit for any number of claimants of not less than \$1,000,000.

c. Automobile Liability Insurance covering all owned, non-owned or hired vehicles provided, however, that if the Contractor owns no vehicles non-owned and hired coverage shall be sufficient. This coverage may be written in combination with the Commercial General Liability Insurance with separate limits for "Commercial General Liability" and "Automobile Liability". Contractor shall provide proof of insurance of not less than the following amounts:

Coverage must be provided by an insurance company admitted doing business in Oregon or rated A- or better by Best's Insurance Rating. Contractor's coverage will be primary in the event of loss. Contractor shall pay all deductibles and retentions. A cross-liability clause or separation of insureds condition will be included in all commercial general liability policies required by this Contract.

Contractor shall furnish a Certificate of Insurance to ORCCA with the signed Contract. The Certificate shall provide that there shall be no cancellation, termination, material change, or reduction of limits of the insurance coverage without 30 days written notice from the Contractor's insurer to ORCCA. The Certificate shall also state the deductible or retention level. For commercial general liability the Certificate shall also provide that ORCCA, its agents, officers, and employees are Additional Insureds with respect to Contractor's services to be provided under this Contract. Complete copies of insurance policies shall be provided to ORCCA.

d. If hazardous material is encountered during construction, ORCCA must be notified immediately and if any work is done to remove it, any Contractor or subcontractor performing the work shall obtain and keep in effect during the term of their contract with contractor, Pollution Liability Insurance, including Asbestos Liability Insurance, covering liability for bodily injury, property damage, and environmental damage resulting from "sudden accidental" or "gradual" pollution and related cleanup costs incurred by the contractor or subcontractor, all arising out of the work or services (including the transportation risk, when applicable) to be performed under this contract. Combined single limit per occurrence shall not be less than \$500,000 or the equivalent. Annual aggregate limit shall not be less than \$1,000,000. If the policy is written on a "claims made" basis, certification of Extended Reporting coverage or continuous "claims made" coverage will be required.

e. ORCCA reserves its right to review insurance requirements set forth in this Bid and Contract and to make modification to the requirements as it determines necessary during the life of the Bid and Contract. ORCCA will give Contractor a written 30-day notification informing them of a change to their insurance requirements.

The Contractor shall be responsible for the costs incurred as a result of any change to the insurance requirements.

9. **Right to Withhold Payments.** ORCCA shall have the right to withhold from payments due Contractor such sums as necessary, in ORCCA's sole opinion, to protect ORCCA against any loss, damage or claim which may result from Contractor's performance or failure to perform under this agreement or the failure of Contractor to make proper payment to any suppliers or subcontractors.
10. **Quality of Goods and Services.** Contractor guarantees all work against defects in material or workmanship for a period of one (1) year from the date of acceptance or final inspection from ORCCA whichever is later. Contractor shall assign all manufacturers warranties to ORCCA and all guarantees and warranties of goods supplied under this Contract shall be deemed to run in to the benefit of ORCCA. Contractor shall provide ORCCA clients with all manufacturers' warranty documentation and operations and maintenance manuals.
11. **One Year Warranty.** In addition to any other warranties required or provided under this Contract, Contractor shall, for a period of one year following the date of final inspection, make all necessary repairs and replacements to remedy defects, breaks, or failures of the work which have resulted from faulty or inadequate materials or workmanship. Contractor shall also repair any damage to other improvements under, within or adjacent to the work to the extent that such damage is caused by the activities of the Contractor in performing its duties and obligations under this Contract when such damage occurs within the warranty period. There shall be a one-year warranty on each repair, extending from the date of completion of such repair. If Contractor, after written notice, fails within ten days to proceed to comply with the terms of

this paragraph, ORCCA may do the required work, and Contractor and Contractor's surety, if any, shall be liable for all expense incurred. In case of an emergency where, in the opinion of ORCCA, delay would cause serious loss or damage, repairs may be made without notice being given to Contractor and Contractor or Surety shall pay the cost of repairs. Failure of ORCCA to act in case of an emergency shall not relieve Contractor or Surety from liability under this paragraph.

12. **Registration with Construction Contractor's Board and Licenses.** Contractor and all subcontractors performing construction work under this Contract shall at all times during the term of this Contract be registered with the Construction Contractor's Board in accordance with the requirements of ORS Chapter 701. Contractor shall maintain all licenses and certifications required by law to perform work under this Contract.
13. **Waiver.** The failure of ORCCA to enforce any provision of this Contract shall not constitute a waiver by ORCCA of that or any other provision.
14. **Governing Law.** The provisions of this Contract shall be construed in accordance with the laws of the State of Oregon and ordinances of Washington County, Oregon.
15. **Severability.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held invalid.
16. **Merger Clause.** This Contract and the attached exhibits constitute the entire agreement between the parties. All understandings and agreements between the parties, and representations by either party concerning this Contract are contained in this Contract. No waiver, consent, modification or change in terms of this Contract shall bind either party unless in writing signed by both parties.
17. **Anti-discrimination Clause.** Contractor shall not discriminate based on race, religion, color, sex, marital status, familial status, national origin, age, mental or physical disability, sexual orientation, source of income, or political affiliation in programs, activities, services, benefits or employment. Contractor shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." Contractor shall not discriminate against emerging small, minority or women-owned businesses.
18. **Hazard Communication.** Contractor shall strictly adhere to, coordinate with ORCCA and document full compliance with the policies and procedures of the Oregon Occupational Health and Safety Code, OAR Chapter 437, Division 155, Hazard Communication. Contractor and all subcontractors and suppliers within his control shall notify ORCCA of all hazardous materials to which Contractor, ORCCA staff or the public may be exposed on site, all measures to that will be taken to lessen the possibility of exposure and reduce risk of exposure and all procedures to follow if exposed. Contractor shall provide ORCCA with all Safety Data Sheets (SDS) prior to delivery or introduction of hazardous materials on-site.
19. **Price escalation/de-escalation.** Bid prices will remain the same throughout the contract period, except that ORCCA may offer to adjust the prices to reflect increased or decreased labor or material costs as required. Contractors may submit documentation supporting substantial cost increases for labor or materials to the ORCCA Weatherization Program for consideration. If ORCCA determines a material price adjustment is appropriate, all contracts will be modified to reflect the new price. The Contractor will not be able to otherwise reduce or increase bid prices on any item.

## 2.2 Exhibit 1: Statement of Work

CONTRACTOR will perform the following work in accordance with the specifications of Request for Proposal (RFP) #100101 and CONTRACTOR'S response to that proposal, both hereby incorporated by reference. If there is a conflict between this Contract and the RFP or the CONTRACTOR proposal, the Contract shall prevail. If there is a conflict between the CONTRACTOR proposal and the RFP, the RFP shall prevail.

### A. Services:

Work shall be performed in accordance with the "Weatherization Assistance Program Site Built and Manufactured Home Field Guide", local building codes and with the specifications outlined in 2.8 Exhibit 7: Oregon Weatherization Work Specifications.

#### 1. Award of Work:

CONTRACTOR will be awarded work as follows:

- a. Work orders shall be issued to CONTRACTOR based on the best interests of ORCCA and the Weatherization project (including, but not limited to pricing, availability of the contractor, time to completion). CONTRACTOR will not be awarded work in the following circumstances:
  1. CONTRACTOR is restricted from participation in the Work Order process;
  2. CONTRACTOR declines Work Order. CONTRACTOR shall have 5 (five) business days from notification of award of work order to accept or reject the Work Order. If a Work Order is declined, the Work Order may be awarded to another successfully placed CONTRACTOR at the discretion of ORCCA.
  3. CONTRACTOR has been issued Work Orders and any such Work Orders are not completed and invoiced within **50** (fifty) days from the date the purchase order was issued.
  4. CONTRACTOR has been issued a Failed Inspection and any such Failed Inspection has not been remedied within 10 (ten) business days from the date the failed inspection was issued.
- b. All work for a single residence under this Contract will be assigned to a single contractor unless it is determined cost-effective or advantageous by ORCCA to assign Work Orders to multiple contractors.
- c. Work Orders will contain all known project information including, but not limited to: Detailed scope of work, estimated prices for desired work, vital measurements including performance data, site drawing and client information.
- d. This Contract does not guarantee award of any Work Orders to CONTRACTOR. ORCCA may temporarily or permanently discontinue or cancel award of Work Orders in its sole discretion.
- e. ORCCA may delay award of Work Orders for any reason to permit a higher placed contractor to provide the work.
- f. For projects that require detailed project specific specifications, ORCCA may request project specific bids from all successfully placed contractors on its list at its sole discretion. In such a case bonding capacity of CONTRACTOR may be a factor in the award of work.
- g. ORCCA reserves the right to request project specific bids from contractors other than those who were successfully placed on the RFP #100101.

#### 2. Performance of the Work:

CONTRACTOR shall perform the work assigned to CONTRACTOR by Work Order as follows:

1. Schedule: All work shall be performed within the time frames provided in the Work Order.
2. Scope: All work shall be performed per the detailed work scope provided in the Work Order.
3. Price: All work shall be performed for the cost listed on the Work Order and or any corresponding approved ORCCA change orders.
4. Quality: All work shall be performed to meet all local and State building codes as well as the specifications listed in Exhibit 7 of the contract.

### 3. Change Orders:

1. ORCCA will review for approval two (2) forms of change orders:
  - I. Pre work change orders for making any adjustments to Work Order price or scope prior to starting the work.
  - II. In Progress change orders or emergency change orders to a project during the course of work.
2. The value of work added or deleted by a change order shall be calculated by applying the prices set forth in the RFP #100101 Bid price sheet.
3. CONTRACTOR may only submit change orders on ORCCA approved forms and that are submitted in person or by electronic email.
4. ORCCA will respond to any submitted change orders as soon as possible, but within two (2) business days of receiving.
5. CONTRACTOR will immediately inform ORCCA verbally of any situation where it intends to submit an In- Progress change order for any situation that affects the health and safety of ORCCA clients.
6. ORCCA reserves the right to waive this change order process at any time and may have its officers verbally approve any work it deems to be immediate and necessary. In the event of a verbal approval, the agreement shall be binding as it is documented by the ORCCA officer. A written change order will then be submitted later, documenting the verbal change order.

### 4. Payment Terms:

CONTRACTOR will be paid on a per Work Order, per invoice, requirements basis, based on Work Orders issued.

ORCCA may consider making in-progress payments for work completed if each individual request for In-Progress payment is in excess of \$100,000 or a factor outside the control of CONTRACTOR inhibits their ability to complete work in a timely manner. Such payments will be made at the sole discretion of ORCCA.

ORCCA shall have the right to withhold from payments due CONTRACTOR such sums as are necessary in ORCCA's sole opinion to protect ORCCA from any loss, damage, or claim which may result from CONTRACTOR'S failure to perform in accordance with the terms of the Contract or failure to make proper payment to suppliers or subcontractors.

### 5. Notice of Completion and Invoice for Completed Work:

CONTRACTOR shall provide an invoice to ORCCA within ten (10) working days after the work is completed. The invoice shall be for the price stated in the Work Order as adjusted by any changes set forth in Change Orders. CONTRACTOR shall be paid for the work at the price stated in the Work Order within thirty (30) days following receipt of the invoice or final approval of the work by ORCCA, whichever is later. No payment shall be made until the work has been approved by ORCCA. ORCCA may withhold payment from CONTRACTOR until:

- a) All subcontractors and suppliers have been paid.
- b) CONTRACTOR has submitted proof of any permits, photos, LSW documentation, wage reports and test data sheets required and listed in the work order or the contract with the invoice.

All final requests for payment shall be received by ORCCA within 45 (forty-five) calendar days following the termination of this Contract. Requests for payment received after that time shall not be honored.

### B. General Requirements for Contractors:

1. The mission of ORCCA Weatherization Program is to increase the livability of the home through specified installation methods adopted by ORCCA. It is an integral part of our mission to reduce the client's energy burden. All installations must meet industry-accepted standards for useful measure life and be installed in a workmanlike/professional manner.
2. Before starting work, CONTRACTOR shall review the work order and the physical structure to confirm that work ordered can be done to the structure, including checking and verifying the measurements and details contained in the Work Order. CONTRACTOR shall notify ORCCA of any desired changes on an ORCCA approved change order form. ORCCA may approve the pre work change order at which time the change order will become part of the Work Order for the project.

3. The CONTRACTOR shall immediately notify ORCCA if any necessary work appears to be omitted from the project Work Order. It is the responsibility of the CONTRACTOR to know these specifications in order to meet this requirement. If the CONTRACTOR is unable to notify ORCCA of the omission, the CONTRACTOR shall install the omitted item and adjust the work order accordingly so long as the cost of the additional labor and materials does not exceed \$250.00. If the projected cost should exceed this limit, prior approval must be received. ORCCA reserves the right to pay only \$250.00 for any additional labor and material costs. ORCCA reserves the right to discontinue this line item to the CONTRACTOR upon written notice.
4. All projects shall be completed and invoiced within fifty (50) days from the date an ORCCA purchase order is issued for the Work Order, unless an alternate date is approved by ORCCA. ORCCA must be notified in writing five (5) days prior to due date if an extension is requested. ORCCA may approve a time extension equal to the amount of time lost due to delays beyond the control of CONTRACTOR such as delays by others performing additional work on the project, fires, floods, labor disputes, epidemics, abnormal weather conditions, or other acts of God. In addition, other issues may decide time extensions.
5. CONTRACTOR shall continue to perform the work described in the Work Order during all disputes or disagreements with ORCCA and while on restriction from receipt of Work Orders. No work shall be delayed or postponed pending resolution or any disputes or disagreements, except as CONTRACTOR and ORCCA may otherwise agree in writing.
6. Inspections of completed work will be performed by ORCCA within ten (10) business days of CONTRACTORS written notice of completion. ORCCA will schedule an inspection at a time that is convenient for the customer and ORCCA. ORCCA will inspect all work installed by the CONTRACTOR. The initial inspection and one re-inspection shall be conducted at no cost to the CONTRACTOR. CONTRACTOR shall perform all additional work necessary to correct any deficiencies within ten (10) business days of ORCCA written notice and without additional cost to ORCCA and the work shall be re-inspected. If the work fails re-inspection, the CONTRACTOR shall make all necessary corrections within five (5) business days of ORCCA written notice and without additional cost to ORCCA and the work shall be re-inspected. ORCCA may charge a fee of \$100.00 each for re-inspections after the first re-inspection. For the purpose of this item, electronic email shall constitute a written notice.
7. ORCCA shall promptly notify CONTRACTOR of a problem as a result of an inspection. If the work does not pass inspection, ORCCA shall provide within three (3) business days of inspection a written notice identifying each failure. For the purpose of this item electronic email shall constitute a written notice.
8. CONTRACTOR shall install materials in accordance with Work Orders, change orders, and contract amendments prepared by ORCCA. CONTRACTOR shall install materials in accordance with the most recent revision of the "Weatherization Assistance Program Site Built and Manufactured Home Field Guide". CONTRACTOR shall supply all necessary machinery, tools, apparatus, materials and labor necessary to complete these work orders in accordance with the ORCCA Work Order and shall make any necessary repairs to property which may be damaged by CONTRACTOR in carrying out the Work Order.
9. All materials and equipment used by CONTRACTOR in performance of the work under this Contract shall be of good quality, new, and shall meet the product specifications referenced in the Work Order. If required by ORCCA, CONTRACTOR shall furnish satisfactory evidence (including reports or required tests) as to the kind and quality of materials and equipment being used.
10. It is the intent of the Work Order to describe a complete project. Any work that may reasonably be inferred from the Work Order as being required to produce the intended result shall be supplied whether or not it is specifically called for. Terms used in a Work Order that have a commonly known technical or trade meaning shall have such meaning in the Work Order, unless otherwise defined. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the code of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, or code in effect at the time of Work Order issuance, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual, or code shall change the duties and responsibilities of ORCCA or CONTRACTOR or any of their agents or employees from those set forth in this Contract.
11. CONTRACTOR shall ensure that its employees are trained, competent and suitably qualified to carry out the activities required under this contract. In particular, CONTRACTOR shall at all times maintain good discipline and order at the job site.

12. CONTRACTOR acknowledges that there will be no religious or political content or materials disseminated in any part of the work conducted under this Contract.
13. CONTRACTOR shall designate a person to be responsible for administration of the work under this Contract and to sign invoices. The names and signatures of these individuals shall be provided and shall be maintained in ORCCA program files. CONTRACTOR shall provide ORCCA with a 24-hour emergency phone number and shall provide a method by which messages may be left with a message service or device.
14. CONTRACTOR shall obtain and pay for all permits required for the job unless otherwise stated in the Work Order. Permits related to sidewalk closure and the use of staging for some projects may be reimbursed by ORCCA if reimbursement is requested prior to obtaining permit. A copy of all required permits shall be submitted to ORCCA with the CONTRACTOR invoice.
15. CONTRACTOR shall comply with all applicable provisions of federal, state and local safety laws. CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work, including protections for employees and others on the site, materials and property at the site, and neighbors and their property if the project affects them. CONTRACTOR shall designate an employee who shall have responsibility for accident prevention at the work site. In emergencies affecting the safety or protection of persons, the work, or property at the site or adjacent thereto, CONTRACTOR shall act to prevent threatened damage, injury or loss and shall notify ORCCA promptly in writing of any significant changes in the work caused thereby.
16. Prior to commencement of the work, ORCCA may inspect the work site and attempt to determine if the work involves any existing materials containing asbestos fibers. CONTRACTOR shall be on the lookout for materials that may contain asbestos fibers. If CONTRACTOR encounters or suspects asbestos fibers are present and will be distributed as a result of the CONTRACTORS work, CONTRACTOR shall stop work in that area and notify ORCCA. ORCCA shall evaluate the situation and instruct the CONTRACTOR on how or when to proceed with work. CONTRACTOR shall take every precaution possible to prevent the spread of asbestos fibers throughout the work under this Contract and the adjacent portions of the existing structure. Unless authorized to do so, CONTRACTOR shall not break up and attempt to remove from the site any material suspected of containing asbestos fibers. Asbestos fibers carried around the site or into the existing structure due to the CONTRACTORS carelessness or failure to follow ORCCA procedures shall, at CONTRACTOR'S expense, be cleaned up in accordance with EPA guidelines and ORCCA recommendations and requirements.
17. Prior to commencement of the work, ORCCA may inspect the work site and attempt to determine if the work involves any existing materials containing lead levels above the recommended EPA action levels. CONTRACTOR shall comply with the rules set forth in Exhibit 2 Lead Practices at all times when instructed to do so in the Work Order. CONTRACTOR shall be on the lookout for materials that may contain lead. If CONTRACTOR encounters or suspects lead paint is present and will be distributed as a result of the work, CONTRACTOR shall stop work in that area and notify ORCCA. ORCCA shall evaluate the situation and instruct the CONTRACTOR on how or when to proceed with work. CONTRACTOR shall take every precaution possible to prevent the spread of lead paint dust throughout the work under this Contract and the adjacent portions of the existing structure. Unless authorized to do so, CONTRACTOR shall not break up and attempt to remove from the site any material suspected of containing lead. Lead paint and/or lead paint dust carried around the site or into the existing structure due to the CONTRACTOR'S carelessness or failure to follow ORCCA procedures shall, at CONTRACTOR'S expense, be cleaned up in accordance with EPA guidelines and ORCCA recommendations and requirements.
18. If a party other than CONTRACTOR performs additional work on the project, CONTRACTOR shall cooperate with the other party in the performance of the work. CONTRACTOR shall allow introduction and storage of materials and equipment of the other party onsite and shall coordinate work schedules and shall inspect and promptly report to ORCCA any defects or deficiencies in the other party's work that affects CONTRACTOR'S ability to perform its work. CONTRACTOR'S failure to report apparent defects and deficiencies shall constitute an acceptance of the other work as fit and proper for integration with CONTRACTOR'S work. CONTRACTOR shall not endanger any work of others by altering their work unless given written approval by ORCCA and the other party whose work will be affected.
19. All client information obtained by the CONTRACTOR in the performance of this agreement shall be considered confidential and not divulged for any purpose not directly connected with the administration of the program or monitoring and evaluation by ORCCA except upon written consent of the recipient or the recipient's attorney, responsible parent, or guardian. ORCCA and its CONTRACTOR'S shall share information only to the extent necessary to affect services for clients. CONTRACTOR'S personnel having access to information pertaining to recipients of services shall complete, sign, and retain for three years a non-disclosure agreement. Nothing

however, prohibits the disclosure of information in summaries, statistical, or other forms, which do not identify individuals.

20. CONTRACTOR shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
21. Notwithstanding any other payment provision of this Contract, failure of CONTRACTOR to submit required reports, documentation and invoices when due, comply with federal audit standards, repay disallowed costs, or perform contracted work may result in the withholding and/or reduction of payments under this Contract. Such withholding of payment for cause may continue until CONTRACTOR submits required reports, performs required work or establishes to ORCCA satisfaction that such failure arose out of causes beyond the control and without the fault or negligence of CONTRACTOR. CONTRACTOR hereby certifies that, to the best of CONTRACTOR'S knowledge, it is in compliance with all relevant portions of Exhibit 6 "Certificate Regarding Debarment, Suspension and Other Responsibility Matters". These certificates are by this reference incorporated into this Contract. For funds used by CONTRACTOR, which are received by ORCCA from other sources, CONTRACTOR agrees to be bound by all applicable terms and provisions, which bind ORCCA in funding agreements.
22. Costs of the CONTRACTOR may be charged to this Contract only if they are in payment for: 1) work performed under this contract; 2) work performed in conformance with all applicable local, state, and federal regulations and statutes; 3) an obligation incurred during the contract period; and 4) costs not in excess of one hundred percent of the work performed. Any refunds to the federal government resulting from State or federal audits of ORCCA program shall be the sole responsibility of CONTRACTOR. CONTRACTOR agrees to make all such payments within ten (10) working days of receipt of formal notification of disallowance of CONTRACTOR expenditures. Any ORCCA payments made for purposes not authorized by this Contract shall be deducted from further payments or refunded to ORCCA no later than thirty (30) days after the contract's expiration or after notification by ORCCA. CONTRACTOR shall be responsible for any prior contract overpayments. Repayment of prior period obligations shall be made by CONTRACTOR in a manner specified by ORCCA.
23. Price escalation/de-escalation. Bid prices will remain the same throughout the contract period, except that ORCCA may offer to adjust the prices to reflect increased or decreased labor or material costs as required. CONTRACTOR may submit documentation supporting substantial cost increases for labor or materials to the ORCCA Weatherization Program manager for consideration. If ORCCA determines a material price adjustment is appropriate, all contracts will be modified to reflect the new price. The CONTRACTOR will not be able to otherwise reduce or increase bid prices on any item. ORCCA, at its sole discretion, may offer a Cost of Living Adjustment (COLA) on an annual basis.



## 2.3 Exhibit 2: Lead Safe Work Practices

### LEAD SAFE WEATHERIZATION REQUIREMENTS

On April 22, 2010, the U.S. Environmental Protection Agency (EPA) issued new rules to address hazards created by disturbing lead-based paint (40 C.F.R. pt. 745). As authorized by the Toxic Substances Control Act (TSCA), the rules cover renovation, repair and painting of housing constructed prior to 1978. This rule specifically cites Weatherization in several places as an activity that falls under the rule, and thus, has a direct impact on how the Weatherization Program proceeds.

CONTRACTORS performing weatherization must strictly abide by the new rules. Lead Safe Weatherization (LSW) requirements must be used whenever paint surfaces are disturbed on a pre-1978 home, apartment, or child-occupied facility.

The LSW requirements ensure compliance with applicable federal and state regulations and help ensure that residents and workers are protected from the hazards of lead dust and residue.

**Lead is a dangerous poison.** Childhood lead poisoning is linked to reduced intelligence, low attention span, reading and learning disabilities, juvenile delinquency, behavioral problems and other adverse health effects. Lead based paint and the residue it leaves in dust and soil, is the major remaining source of lead exposure today.

Weatherization crews must use caution whenever they disturb surfaces that may have lead-based paint.

The CONTRACTOR must abide by **all** LSW requirements in **all** circumstances regardless of the Agency's fulfillment of the duties below. Agency's breach its obligations does not result in an amendment or waiver of the CONTRACTOR'S obligations.

**CAUTION: This is Agency's best interpretation of current federal and state laws, regulations, and rules and is subject to change. Many of the rules and implementation of the rules are still evolving.** Therefore, it is possible that Agency will revise this Appendix B during the term of the Contract. In the event that the Agency revises Appendix B, it will provide prior written notice of those changes to the CONTRACTOR.

### Contractor Training, Certification, Licensing, and Documentation

#### CONTRACTOR Certification:

1. CONTRACTOR shall have one or more employees with the RRP Training Completion Certificate (RRP Certificate) and provide a copy of all RRP Certificate(s) to Agency.

#### Contractors Covenants:

1. CONTRACTOR shall ensure that all of its employees or subcontractors performing activities that disturb painted surfaces on behalf of the Contractor have an RRP Certificate or have been trained by an employee with an RRP Certificate.
2. CONTRACTOR will assign at least one employee with an RRP Certificate to each home undergoing weatherization that will perform all of the certified renovator responsibilities and requirements.
3. CONTRACTOR will perform all weatherization work in accordance with LSW requirements including recordkeeping.
4. CONTRACTOR shall ensure that employees with an RRP Certificate comply with LSW practices including:
  - Providing on-the-job training to workers on LSW practices they will be using in performing their assigned tasks.
  - Being physically present at the posted worksites while the work area containment is being established and while the work area cleaning is performed.
  - Regularly directing work being performed by other individuals to ensure that the work practices are being followed, including maintaining the integrity of the containment barriers and ensuring that dust or debris does not spread beyond the work area.
  - Being available, either on-site or by telephone, at all times that weatherization is conducted.
  - Performing project cleaning verification.
  - Having with them at the worksite copies of their RRP Certificate and their most recent refresher course completion certificate.
  - Documenting and preparing required records in accordance with LSW requirements.

## **B. Agency Testing**

For every house built before 1978 which has not previously been certified as being free of lead based paint, the Agency will use one of the following methods to determine whether the paint to be disturbed is not lead-based: (1) Written determination by a certified lead inspector or risk assessor; **or** (2) Proper use of an EPA-recognized test kit.

## **C. Documentation and Recordkeeping Duties**

If lead is found or assumed in a home constructed pre-1978 and the agency/contractor performs LSW, the CONTRACTOR will provide the following documentation for ORCCA records:

1. The CONTRACTOR will provide photo documentation of LSW compliance, including documentation of all containment necessary to assure compliance.
2. The CONTRACTOR will provide photo documentation of required postings at the jobsite.
3. The Agency will maintain in its records proof that the homeowner received a copy of the "Renovate Right" brochure.
4. The Contractor will provide a summary of LSW performed on the jobsite (The Lead Renovation Recordkeeping Checklist) signed and dated by an employee with an RRP Certificate.

### Record retention:

The CONTRACTOR shall use the record form at the end of this Appendix B.

Agency and CONTRACTOR shall retain all of these documents for three (3) years following the completion of the weatherization project.

The Agency and CONTRACTOR shall provide copies of required records to each other as requested.

## **D. Prohibited Work Activities**

The CONTRACTOR shall complete the weatherization work without the following prohibited work practices:

1. NEVER use reusable cloth or fabric, such as a painter's drop cloth, as protective containment sheeting. Polyethylene, and, in some cases, garden fabric, are the only acceptable protective containment sheeting. They must never be reused.
2. NEVER use brooms and shop vacuums for cleanup. Wet cleaning and HEPA vacuums are the only acceptable methods for cleanup.
3. NEVER use a conventional shop vacuum. Only HEPA-designed vacuums are acceptable.
4. NEVER turn lead-based paint into lead dust by dry scraping, grinding, abrasive blasting, planing, or sanding (unless needed around electrical outlets).
5. NEVER use an open-flame torch or heat gun (above 1100°F) to remove paint or window glazing. Open flame/high heat methods to remove paint create fumes that are dangerous for workers to breathe. Small lead particles created by burning and heating also settle on surrounding surfaces.
6. NEVER allow residents and pets access to the work area while work is underway.
7. NEVER open windows and doors allowing lead dust to float into other parts of the building or outside.
8. NEVER allow furniture and other objects to remain in the weatherization work area unless they are covered and sealed in polyethylene sheeting or bags.

## **E. Contractor's Worker Safety Requirements**

LSW practices are used to minimize exposure to lead-based paints: To meet the LSW minimum standards, crews and contractors follow the general principles of working clean and working wet.

Regularly Review of Best Practices: Best practices for working clean and working wet are regularly reviewed and consistently enforced on LSW jobs. The Contractor shall regularly check and comply with OSHA rules for worker safety.

The CONTRACTOR shall require all workers at the house follow the following LSW safety requirements:

1. Wear personal protective gear specifically suited for the particular LSW measure. Use the National Institute for Occupational Safety and Health (NIOSH) approved respirators.
2. Use disposable overalls (with hood or a disposable painter's cap), gloves (cloth, plastic, or rubber as appropriate), goggles, and disposable shoe/boot covers.
3. Keep dust to a minimum and confine dust and paint chips to the work area.
4. Clean up area during and after work.
5. During Weatherization, wash hands and face frequently, particularly when leaving the work area and especially before leaving the area for the purpose of eating, drinking, or smoking.
6. Before leaving a confined work area, remove protective clothing and protective shoe/boot covers to avoid exposing others.
7. Before leaving a confined work area, and before returning tools and equipment to vehicles, clean all tools to avoid exposing others and creating a lead-hazard to the next Weatherization job.
8. Inform employer if signs of lead poisoning develop.

## **F. Contractor Protection of Residents and Owners**

The CONTRACTOR shall follow LSW requirements to protect occupants:

1. An employee with an RRP Certificate supervises and inspects weatherization work of any type and scale to ensure it is being done properly.
2. CONTRACTOR'S employee with an RRP Certificate sets up/supervise the containment to stops any dust or debris from spreading beyond the work area to non-work areas.
3. Occupants' belongings are protected from lead contamination. This can be done by removing them from the work area or covering them in protective bags and sealing it to prevent dust from getting on the items.
4. The worksite is set up to prevent the spread of lead dust and debris.
5. Warning signs are posted at entrances to the worksite when occupants are present; at the main and secondary entrances to the building; and at exterior work sites. The signs are readable from 20 feet from the edge of the worksite. Whenever practical, signs are posted in the occupants' primary language.
6. The work area is contained. If containment cannot be achieved with occupants in the unit (e.g., work will take several days and involves the kitchen, bathrooms, or bedrooms that cannot be sealed off from use), occupants move out of the unit or the work is deferred until containment can be achieved.
7. The containment does not interfere with occupant and worker egress in an emergency.
8. Crews and contractors take steps to protect occupants from lead-based paint hazards while the work is in progress using appropriate containment strategies.
9. Occupants, especially young children or pregnant women do not enter the work site. Occupants are allowed to return only after the work is done and the home has passed a visual inspection.

## **G. Contractor's Cleanup and Disposal**

Interior Cleanup: The CONTRACTOR shall ensure that:

1. All paint chips and debris are collected and sealed in heavy duty plastic bags.
2. Protective sheeting is misted, removed, folded (dirty side in) and taped or sealed (sheeting is disposed of as waste).
3. Plastic sheeting between non-contaminated rooms and work areas remains in place until after cleaning and removal of other sheeting.
4. Walls are HEPA vacuumed or wet wiped from high to low, and then remaining surfaces are HEPA vacuumed and wiped with a damp cloth.
5. The perimeter of the containment area is cleaned at least two feet beyond the containment area boundaries.
6. Disposable wipes are used, or cloths are changed frequently.
7. HEPA vacuums with beater bars are used on all carpets or rugs.
8. HEPA vacuums and wet mops are used on all uncarpeted floors – either the two-bucket mopping method or a wet mopping system.

Exterior Cleanup: The CONTRACTOR shall ensure that:

1. All surfaces in the work area are cleaned until no visible dust, debris, or residue remains.
2. Dust and debris are removed without dispersal and sealed in heavy plastic bags.
3. Protective plastic sheeting is removed and misted before folding it dirty side inward.
4. All work is checked for compliance with LSW procedure.
5. Areas such as windowsills, bare soil, and children's play areas receive special focus.
6. Workers look for dust, debris and paint chips.

Disposal: The CONTRACTOR shall ensure that:

1. Waste is placed in heavy duty plastic bag.
2. The bag is "gooseneck sealed" with duct tape.
3. Waste is carefully disposed of in accordance with federal and other regulations.
4. The exterior of the waste bag is HEPA vacuumed before removal from the work area.
5. Waste is stored in secure areas (waste may be disposed of as common household waste).

## **H. Contractor's Final Inspection, Examination, and Verification**

### Visual Inspection

1. Disposable foot covers are put on before entering the work area.
2. There is adequate lighting in the work area.
3. All lights are turned on or a bright, white-light flashlight is used.
4. Inspector systematically looks for dust and debris on every horizontal surface in the work area and 2 feet beyond.
5. Review is performed from the farthest area from the entry to the entry.
6. Every surface area receives close inspection.
7. If dust or debris is found, then work areas are re-cleaned and step 4 above is repeated.
8. The cleaning verification procedure or clearance occurs only after all surfaces have been carefully inspected and no dust or debris is found.

### Cleaning Verification

1. Each windowsill is wiped down within the work area with one single wet disposable cleaning cloth per windowsill.
2. Uncarpeted floors and all countertops are wiped with wet disposable cleaning cloths (maximum of 40 ft<sup>2</sup> per cloth).
3. Each wipe is compared to the CV card. If the cloth matches or is lighter than the CV card, the surface has passed cleaning verification and no further action is taken.
4. If the cloth is darker than the CV card, then the area is re-cleaned, and the CV process is repeated.
5. If the second wet cloth fails, then the surface is given time to dry (or one hour) and then wiped with an electrostatically charged white disposable cleaning cloth designed to be used for cleaning hard surfaces.

### Exterior Check of Effectiveness of Cleaning

1. A visual inspection determines if any visible dust and debris are present in and beyond the boundaries of the work area.
2. If visible dust or debris is found, then all paint chips, dust, and debris is collected and disposed of.
3. Debris is identified during the visual inspection. After re-cleaning, an employee with an RRP Certificate conducts another visual inspection.
4. When all areas pass inspection, warning signs may be removed.

### Disposal

1. Place waste in heavy duty plastic bag.
2. Gooseneck seal" the bag with duct tape.
3. Carefully dispose of waste in accordance with Federal and other regulations.
4. HEPA vacuum the exterior of the waste bag before removing it from the work area.
5. Store waste in a secure area.
6. Waste may be disposed of as household waste.

## Sample Lead Renovation Recordkeeping Checklist (with instructions in RED)

Please note, EACH and EVERY line MUST have something written in it. That may be: (1) A Name or Names, (2) An "X" or "✓", (3) Other information like the date or notes, or (4) "N/A."

Name of Firm: **Your Firm Name**

Date and Location of Renovation: **The FULL address and date(s).**

Brief Description of Renovation: **A brief description.**

Name of Assigned Renovator: **The name of one certified RRP person assigned to this job.**

Name(s) of Trained Worker(s), if used: **Any other workers used for Lead Based Paint work.**

Name of Dust Sampling Technician,  
Inspector, or Risk Assessor, if used:

Copies of the lead renovator's training certificates.

Certified renovator provided training to workers on (check all that apply): **Use this section ONLY if you provided training to workers on this job. If the other workers have received training at some other time, put N/A on all lines. If SOME training was done, check some and but "N/A" on the others and include a log.**

Posting warning signs

Setting up plastic containment barriers

Maintaining containment

Avoiding spread of dust to adjacent areas

Waste handling

Post-renovation cleaning

Test kit or test results from an EPA-recognized laboratory on collected paint chip sample, used by certified renovator to determine whether lead was present on components affected by renovation (identify method used, type of test kit used (if applicable), laboratory used to conduct paint chip analysis, describe sampling locations and results): **If you didn't do any testing, put "N/A" on the first line. If you DID test, it is okay to write, "See Attached Test Kit Documentation Form."**

**Pay attention to interiors vs. exterior. Check all that apply and put "N/A" on all other lines.**

Warning signs posted at entrance to work area. **This will always be checked if lead based paint renovation and containment is done at the worksite.**

Work area contained to prevent spread of dust and debris **See above note.**

All objects in the work area removed or covered (interiors)

HVAC ducts in the work area closed and covered (interiors)

Windows in the work area closed (interiors)

Windows in and within 20 feet of the work area closed (exteriors)

Doors in the work area closed and sealed (interiors)

Doors in and within 20 feet of the work area closed and sealed (exteriors)

Doors that must be used in the work area covered to allow passage but prevent spread of dust

Floors in the work area covered with taped-down plastic (interiors)

Ground covered by plastic extending 10 feet from work area—plastic anchored to building and weighed down by heavy objects (exteriors)

Vertical containment installed if property line prevents 10 feet of ground covering, or if necessary, to prevent migration of dust and debris to adjacent property (exteriors)

Waste contained on-site, and while being transported off-site.

Work site properly cleaned after renovation

All chips and debris picked up, protective sheeting misted, folded dirty side inward, and taped for removal

Work area surfaces and objects cleaned using HEPA vacuum and/or wet cloths or mops (interiors)

Certified renovator performed post-renovation cleaning verification (describe results, including the number of wet and dry cloths used): **You MUST include the number of wet and dry cloths used. This is only for interior containment although if windows were replaced, it will automatically include interior containment and cleaning.**

If dust clearance testing was performed instead, attach **Usually, this will be "N/A"**

I certify under penalty of law that the above information is true and complete. **This is a legal document and you are certifying that everything is correct. Signature of the Renovator assigned to this job.**

Name and title: \_\_\_\_\_ Date: \_\_\_\_\_

## **2.4 Exhibit 3: Davis Bacon Act Requirements**

### **DAVIS BACON ACT REQUIREMENTS**

Currently there are no federal grants requiring Davis Bacon Wage Reporting. Weatherization activities under the US DOE-WAP are not considered public works projects under ORS 137-30-015(3)(a) and are therefore exempt from prevailing wage requirements. If this status changes, there will be an addendum added to the contract that will identify the requirements of this act.

## 2.5 Exhibit 4: Certification Statement for Corporation or Independent Contractor

**NOTE: CONTRACTOR Must Complete A or B below:**

**A. CONTRACTOR IS A CORPORATION, LIMITED LIABILITY COMPANY OR A PARTNERSHIP.**

I certify under penalty of perjury that CONTRACTOR is a [check one]:		
<input type="checkbox"/> Corporation	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Partnership
<input type="checkbox"/> Non-Profit Corporation		
.....authorized to do business in the State of Oregon		
_____ Signature	_____ Title	_____ Date

**B. CONTRACTOR IS A SOLE PROPRIETOR WORKING AS AN INDEPENDENT CONTRACTOR.**

CONTRACTOR certifies under penalty of perjury that the following statements are true:	
1. If CONTRACTOR is providing labor or services under this Contract for which registration is required CONTRACTOR has registered as required by law.	
2. CONTRACTOR is free to determine and exercise control over the means and manner of providing the service, subject to the right of ORCCA to specify the desired results.	
3. CONTRACTOR is responsible for obtaining all licenses or certificates necessary to provide the services.	
4. CONTRACTOR is customarily engaged in providing services as an independent business. CONTRACTOR is customarily engaged as an independent contractor if at least three of the following statements are true. <b>NOTE: Check all that apply. You must check at least three (3) to establish that you are an Independent Contractor.</b>	
____A.	CONTRACTOR'S services are primarily carried out at a location that is separate from CONTRACTOR'S residence or primarily carried out in a specific portion of the residence which is set aside as the location of the business.
____B.	CONTRACTOR bears the risk of loss related to the services provided under this Contract.
____C.	CONTRACTOR provides services to two or more persons within a 12-month period or CONTRACTOR routinely engages in business advertising solicitation or other marketing efforts reasonably calculated to obtain new contracts for similar services.
____D.	CONTRACTOR makes a significant financial investment in the business.
____E.	CONTRACTOR has authority to hire additional persons to provide the services and has authority to fire such persons.
_____ CONTRACTOR Signature	_____ Date

## 2.6 Exhibit 5: Workers Compensation Exemption Certificate

(To be completed **only** when CONTRACTOR claims to be exempt from Workers Compensation coverage requirements.)

CONTRACTOR is exempt from the requirement to obtain workers compensation insurance under ORS Chapter 656 for the following reason (check the appropriate box):

**SOLE PROPRIETOR**

- CONTRACTOR is a sole proprietor and
- CONTRACTOR has no employees and
- CONTRACTOR will not hire employees to perform this contract.

**CORPORATION – FOR PROFIT** CONTRACTOR'S business is incorporated and

- All employees of the corporation are officers and directors and have a substantial ownership interest\* in the corporation and
- All work will be performed by the officers and directors; CONTRACTOR will not hire other employees to perform this contract.

**CORPORATION – NONPROFIT**

- CONTRACTOR'S business is incorporated as a nonprofit corporation and
- CONTRACTOR'S have no employees; all work is performed by volunteers and
- CONTRACTOR's will not hire employees to perform this contract.

**PARTNERSHIP**

- CONTRACTOR is a partnership and
- CONTRACTOR has no employees and
- All work will be performed by the members; CONTRACTOR will not hire employees to perform this Contract and
- CONTRACTOR is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto. \*\*

**LIMITED LIABILITY COMPANY**

- CONTRACTOR is a limited liability company and
- CONTRACTOR has no employees and
- All work will be performed by the members; CONTRACTOR will not hire employees to perform this Contract and
- If CONTRACTOR has more than one member; CONTRACTOR is not engaged in work performed in direct connection with the construction, alteration, repair, improvement, moving or demolition of an improvement to real property or appurtenances thereto. \*\*

\*NOTE: Under OAR 436-050-0050 a shareholder has a "substantial ownership" interest if the shareholder owns 10% of the corporation or if less than 10% is owned, the shareholder has ownership that is at least equal to or greater than the average percentage of ownership of all shareholders.

\*\*NOTE: Under certain circumstances partnerships and limited liability companies can claim an exception even when performing construction work. The requirements for this exemption are complicated. Consult with COUNTY Counsel before an exemption request is accepted from a CONTRACTOR who will perform construction work.

\_\_\_\_\_  
CONTRACTOR'S Name

\_\_\_\_\_  
CONTRACTOR'S Signature

\_\_\_\_\_  
DATE



## **2.7 Exhibit 6: Certification Regarding Debarment, Suspension and Other Responsibility Matters**

### **INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal, the prospective contractor is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Department of Labor's (DOL) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the DOL determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the DOL may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DOL if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction"; "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the DOL for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions", provided by the DOL, without modification, in all lower tier covered transactions and all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determined the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non-procurement Programs.
9. Nothing contained in the foregoing shall be construed to required establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the agency may terminate this transaction for cause or default.

**CONTRACTOR'S NAME:** \_\_\_\_\_

**Certification Regarding  
Debarment, Suspension and Other Responsibility Matters  
Primary Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

**(BEFORE SIGNING CERTIFICATION, READ ATTACHED INSTRUCTIONS)**

1. The prospective contractor certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission or any of the offense enumerated in paragraph (1)(b) of this certification; and
  - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
  - e. Contractor must be of recognized professional expertise, certification, license, registration, or stature in the relevant field. Contractor shall further be registered to do business in the State of Oregon, as required by Oregon Law: [http://egov.sos.state.or.us/br/pkg\\_web\\_name\\_srch\\_inq.login](http://egov.sos.state.or.us/br/pkg_web_name_srch_inq.login).
  - f. Contractor is not listed on the State of Oregon Bureau of Labor and Industries Ineligible Contractors list: <https://www.oregon.gov/CCB/public-contracting/Pages/not-qualified.aspx>
  - g. Contractor is not listed "Specially Designated Nationals and Blocked Persons" maintained by the Office of Foreign Assets Control of the United States Department of the Treasury: <https://www.treasury.gov/resource-center/sanctions/sdn-list/pages/default.aspx>
  
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Business Name: \_\_\_\_\_

Name and Title of Authorized Representative: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Date: \_\_\_\_\_

## 2.8 Exhibit 7: Oregon Weatherization Specifications

### OREGON WEATHERIZATION SPECIFICATIONS

The "Oregon Weatherization Assistance Program Site Built Home and Manufactured Home Field Guide and Standards" shall constitute the official ORCCA Weatherization Specifications.

[https://www.oregon.gov/ohcs/CRD/SOS/docs/OR-WAP-Field-Guide-Updated-SWS-2018\\_04-17-18.pdf](https://www.oregon.gov/ohcs/CRD/SOS/docs/OR-WAP-Field-Guide-Updated-SWS-2018_04-17-18.pdf)

ORCCA reserves the right to amend and or add to these standards at its discretion.

By signing below, I acknowledge Oregon Coast Community Action has provided me the link to the Oregon Weatherization Assistance Program Site Built Home and Manufactured Home Field Guide and Standards.

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### 3. Bid Documents RFP #100101

#### 3.1 Contractor Information/Application Form

### CONTRACTORS INFORMATION/APPLICATION FORM (PLEASE PRINT OR TYPE)

Business Name: \_\_\_\_\_

Owner/Representative: \_\_\_\_\_

Business Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone Numbers

Office: \_\_\_\_\_ Fax: \_\_\_\_\_ Mobile: \_\_\_\_\_

Federal I.D. #: \_\_\_\_\_

If not incorporated, Social Security #: \_\_\_\_\_

Contractor License #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Lead-Based Paint Renovation license #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Company age/years of continuous operation: \_\_\_\_\_

Are you a minority/women's business enterprise program?  No  Yes

If your answer is "YES," please **submit a copy** of MBE and/or WBE certification.

Please check the type(s) of construction you have performed in the last year:

Home Remodeling       Home Building       Weatherization

Specialty/Other: \_\_\_\_\_

Do you have a Performance Tested Comfort System certification?

No                                   Yes, ID number: \_\_\_\_\_

Please Provide A Brief History of Your Business:

Please list all certifications, education and training that you or your staff has had specific to Weatherization, Building Science and/or your specialty. **Include copies of certifications.**

Staff Member	Training	Date

State in narrative form your company's relevant previous experience with weatherization projects or programs similar in type and scope to the ORCCA Weatherization Program:

Approximately how many jobs have you completed as a WX contractor? \_\_\_\_\_

How many employees do you employ full-time? \_\_\_\_\_

Have you ever worked for the Department of Housing and Urban Development (HUD)?  No  Yes

If Yes, when and where:

\_\_\_\_\_

What type of job?

\_\_\_\_\_

Name of Bonding Company: \_\_\_\_\_

Agency Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Amount of Bond: \$ \_\_\_\_\_

List four references that you have worked for in the past year. They may be weatherization clients, weatherization agencies, general contractors or project managers (not from ORCCA). They should all be available for contact by this RFP panel:

Name	Title	Area Code/Phone

List two financial institutions (banks, savings and loan association, etc.) with whom you have established credit:

Name	Address	Area Code/Phone

**THE UNDERSIGNED CONTRACTOR CERTIFIES THAT ALL INFORMATION GIVEN HEREIN IS SUBSTANTIALLY CORRECT AND FURTHER AGREES:**

Contractor License Class, bond and insurances are current, and the undersigned CONTRACTOR agrees to maintain in current status all licenses and bonds as required by the contracting agency.

The CONTRACTOR will abide by the Equal Employment Opportunity requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The CONTRACTOR will abide by the federal regulations pertaining to the Copeland "Anti-Kickback" Act (40 U.S.C. 3145).

The CONTRACTOR will abide by the federal regulations pertaining to the Contract Work Hours & Safety Standards Act (40 U.S.C. 327-333).

Contractor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Contractor's Name: \_\_\_\_\_

Agency Certification and acceptance of RFP contract application:

ORCCA Executive Director Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### **3.2 ORCCA Weatherization Specifications Link**

The most current version of the “Oregon Weatherization Assistance Program Site Built Home and Manufactured Home Field Guide and Standards” shall constitute the official ORCCA Weatherization Specifications.

[https://www.oregon.gov/ohcs/CRD/SOS/docs/OR-WAP-Field-Guide-Updated-SWS-2018\\_04-17-18.pdf](https://www.oregon.gov/ohcs/CRD/SOS/docs/OR-WAP-Field-Guide-Updated-SWS-2018_04-17-18.pdf)

ORCCA reserves the right to amend and or add to these standards at its discretion.



### **3.3 Bid Details and Price Sheets**

1. Weatherization: Full Service
2. Weatherization: Small Service
3. HVAC
4. Water Heaters

### 3.4 Important Web Links

**Oregon Low Income Weatherization Assistance Program:**

[https://www.oregon.gov/ohcs/Pages/low\\_income\\_weatherization\\_assistance\\_oregon.aspx](https://www.oregon.gov/ohcs/Pages/low_income_weatherization_assistance_oregon.aspx)

**LSW:**

The EPA website is an invaluable tool for obtaining information. The gateway website is:

<http://epa.gov/lead/index.html>

The CCB has implemented **lead renovator compliance** for licensed contractors into its requirements. The following is a link to CCB's website:

<https://www.oregon.gov/CCB/licensing/Pages/lead-based-paint.aspx>

**About the Weatherization Assistance Program:**

[https://www.google.com/url?sa=t&rct=j&q=&esrc=s&source=web&cd=4&ved=2ahUKEwj0qlq5wd\\_jAhUGI1QKHShECgAQjBAwA3oECAYQEA&url=https%3A%2F%2Fwww.energy.gov%2Ffeed%2Fwipo%2Fabout-weatherization-assistance-program-0&usq=AOvVaw3HS4-o6ZCvD7JLqAJGul-D](https://www.google.com/url?sa=t&rct=j&q=&esrc=s&source=web&cd=4&ved=2ahUKEwj0qlq5wd_jAhUGI1QKHShECgAQjBAwA3oECAYQEA&url=https%3A%2F%2Fwww.energy.gov%2Ffeed%2Fwipo%2Fabout-weatherization-assistance-program-0&usq=AOvVaw3HS4-o6ZCvD7JLqAJGul-D)

**WXTV, a source for weatherization informational videos:**

<https://www.youtube.com/user/TheWXTV>