

COMMUNITY RENEWAL TEAM, INC.

Request for Proposal



CONNECTICUT WEATHERIZATION ASSISTANCE PROGRAM

RFP #WXDOE-WAP PY 2023, 2024 & 2025

Section	Page Number
1. INVITATION TO SUBMIT PROPOSAL	2
2. INTRODUCTION	3
3. INSTRUCTIONS TO INTERESTED PARTIES.....	5
4. GENERAL CONDITIONS	6
5. SCOPE OF WORK.....	16
6. REQUIRED FORMS.....	20
7. RFP PROPOSAL AUTHORIZATION FORM	21
8. STATEMENT OF QUALIFICATIONS	22
9. CUSTOMER REFERENCE FORM.....	23
10. ATTACHMENTS.....	24
A. CONTRACTOR EVALUATION FORM (for review only)	
B. CONTRACTOR SERVICE AGREEMENT – TERMS and CONDITIONS (for review only)	
C. DEBARMENT CERTIFICATION FORM	
D. NON-COLUSION AFFIDAVIT	
E. CRT TOWNS SERVED	
F. PRICING SHEET – WEATHERIZATION	

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

INVITATION TO SUBMIT PROPOSALS:

The Community Renewal Team, Inc. (Henceforth referred to as “CRT”) is having an open request for proposals beginning **Wednesday, March 6, 2024, until Wednesday, April 3, 2024, at 10:00AM.** A copy of the **CRT RFP#WXDOE-WAP PY 2023, 2024 & 2025** will also be available on the CRT website portal www.crtct.org under vendors, and on the CT State Department of Administrative Services contracting portal at [CTsource Bid Board](https://portal.ct.gov/DAS/CTSource/BidBoard) <https://portal.ct.gov/DAS/CTSource/BidBoard> There is no fee to obtain the RFP. All inquiries or questions concerning this Request for Proposals and the procurement process must be submitted in writing and can be sent by electronic mail to Jeanette Dunbar at dunbarj@crtct.org. In no case shall oral communications take precedence over written communications. Only written communications shall be binding on the RFP.

A virtual, not mandatory Pre-Bid Conference will be held on **Wednesday, March 20, 2024, from 2:30 – 3:30PM.** To attend the bidders conference virtually, please register by emailing Jeanette Dunbar at crt-bids@crtct.org no later than Friday, March 15, 2024, by 3:00PM. All instructions for the RFP will be reviewed at the Bidders Conference and will acquaint all potential bidders with the project and field technical and administrative questions. All questions received during the bidders’ conference or submitted in writing by the deadline will be answered via written responses posted available on the CRT website portal www.crtct.org under vendors, and on the CT State Department of Administrative Services contracting portal at [CTsource Bid Board](https://portal.ct.gov/DAS/CTSource/BidBoard) <https://portal.ct.gov/DAS/CTSource/BidBoard> . Questions will be accepted until Wednesday, March 20, 2024, at 4:30PM, and responses will be posted on Monday, March 25, 2024 by 4PM.

Proposals will be received at 555 Windsor Street, Hartford, CT 06120 until Wednesday, April 3, 2024, at 10:00AM. Late proposals will not be accepted.

Contractors shall furnish all supervision, technical, personnel, labor, machinery, tools, equipment, services and materials; and perform all required work as may be specified by work order(s) as provided herein. Materials supplied by the Contractor to be used in the work contemplated herein shall meet or exceed Federal specifications as set forth in

- Appendix A of 10 CFR Part 440, the State of Connecticut US DOE Weatherization State Plan for Low Income Persons:

<https://www.ecfr.gov/current/title-10/chapter-II/subchapter-D/part-440>

- The State of Connecticut Department of Energy and Environmental Protection (DEEP)’s State Plan, Field Guide and Operations Manual found at DEEP’s website for Subgrantee Documents for Connecticut Weatherization Program:

<https://portal.ct.gov/DEEP/Energy/Weatherization/Subgrantee-Documents-for-Connecticut-Weatherization-Assistance-Program>

- Weatherization Field Guide and NREL SWS Guide:

<https://sws.nrel.gov/>

Contractors will deliver one (1) original and two (2) copies of the proposal and attachments required. Please submit the completed quote forms and any necessary attachments in a sealed envelope clearly labeled with the name of the contractor, address, and the words “**WXDOE-WAP PY2023, 2024 & 2025**”. Envelopes must be plainly marked with the RFP number and RFP title to ensure appropriate handling of the sealed proposal.

BY MAIL OR HAND DELIVERY

Proposals via Mail or Hand Delivery will be received at Community Renewal Team, Inc., 555 Windsor Street, Hartford, CT 06120 until Wednesday, April 3, 2024, at 10:00AM. Bids must be addressed to:

Community Renewal Team, Inc.
Jeanette Dunbar
Purchasing Manager
555 Windsor Street
Hartford, CT 06120

Submit the completed bid forms and any necessary attachments along with an electronic version of the pricing sheet either by email to crt-bids@crtct.org or include on USB flash drive in an envelope clearly labeled with the name of the bidder, address, and the words “**BID DOCUMENTS**”. Clearly mark your envelope with the bid number and bid title.

INTRODUCTION:

CRT HISTORY AND MISSION

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

In 1999, the Community Renewal Team of Greater Hartford Inc. merged with Community Action for Greater Middlesex County to form the Community Renewal Team Inc. CRT now runs major programs in 75 Connecticut towns, including Meals on Wheels, Early Care and Education, homebuyer and energy assistance, nutrition, veteran, senior and youth services. CRT was recently competitively selected by the Connecticut Department of Energy & Environmental Protection (DEEP) to provide Weatherization Assistance Program (WAP) services to low-income, 1-4 unit homes in Hartford, Litchfield, Middlesex, New London, Tolland, and Windham counties (these counties form WAP Region 1). CRT’s contract with DEEP is expected to last three (3) program years (July 2023-June 2026), contingent upon performance. The program website may be found at:
<https://portal.ct.gov/DEEP/Energy/Weatherization/Weatherization-in-Connecticut>

ORGANIZATIONAL PURPOSE

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

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

PROJECT PURPOSE

The Community Renewal Team (CRT) is requesting proposals from qualified licensed Weatherization, and Environmental Contractors to provide home energy services to low-income 1-4 unit homes in Connecticut's WAP Region 1. The purpose of this RFP process is to identify the most qualified respondents to develop a pre-qualified list of Contractors for Weatherization Assistance Program related work and to establish set pricing for specific energy upgrades and services. For a detailed breakdown of Weatherization Assistance Program items see Attachments E and G.

CRT expects to serve approximately 128 homes per program year. Program years run from July 1st – June 30th. However, as of the date of the issuance of this RFP, work orders for the first year are expected to be issued starting on April 15, 2024.

The intent of this process is to provide efficient quality services as defined in the Scope of Services in this document and DOE Weatherization Program requirements

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

A separate Request for Proposal for HVAC services is posted on the agency website www.crtct.org and the State Portal.

SERVICE AREA

The intent of this RFP is to procure services for Region 1 of the established Connecticut Weatherization Assistance Program Service Areas. Regions are outlined in Attachment E. Preference will be given to applications that propose to cover the entire Region 1 service area.

CONTRACT LENGTH

The contract will be in place for a period of 1/1/2024 and ending 6/30/2026 Pricing will be updated on an annual basis, and depending on program needs additional RFPs will be issued to meet anticipated demand.

OVERSIGHT AND MANAGEMENT

- a) CRT is the responsible agency for administering the State of Connecticut Weatherization Assistance Program in Region 1 and must ensure quality of work for the State of Connecticut with monitoring by the State of Connecticut Department of Energy and Environmental Protection (DEEP).
- b) CRT’s oversight of any agreement resulting from this solicitation will be exercised by the WAP Program Manager.
- c) CRT’s liaison for any agreement resulting from this solicitation will be the WAP Program Manager for day-to-day operations.

INSTRUCTIONS TO INTERESTED PARTIES

Proposals will be received at the Central Office of the Community Renewal Team, Inc., 555 Windsor Street, Hartford, CT until Wednesday, April 3, 2024, 10:00AM. Late responses will not be accepted. Submittal of response by fax or email will not be acceptable. Submit the completed proposal forms and ALL necessary attachments in a sealed envelope clearly labeled with the name of the contractor, address, and the words **“WXDOE- WAP PY 2023, 2024 & 2025”**. Clearly mark your envelope with the RFP number and RFP title as to prevent opening of a sealed response prior to the opening date.

Proposals received by Wednesday, April 3, 2024, at 10:00AM shall stand firm for 27 months and ending June 30, 2026, after the proposal submission date.

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

- Certificate of General Liability Insurance (in accordance with Section Indemnification & Insurance)
- Certificate of Professional Liability Insurance (in accordance with Section Indemnification & Insurance)
- Completed RFP Proposal Authorization Form
 - I. Include Name of Contractor on ALL sheets
 - II. Name, address, phone number and email address of firm/person responsible for the project if different from the Quote Proposal Authorization form.
- Statement of Qualifications (see outline Page 11)
- Completed Proposal and forms as included in the RFP.
- References of at least three (3) trade references and contact information of recently completed projects (owner representative).
- Letter of Interest on (your) Company Letterhead
- Certificate of Solvency, if applicable
- Copy of current Home Improvement Contractor license, if applicable
- Copy of current EPA Lead-Safe Certification for the Firm
- Copy of all certifications and licenses required per specialty
- EPA Lead Renovator Certifications for all employees performing contracted work
- BPI Certifications (Optional)
- Should the contractor find any omissions, discrepancies or errors in the specifications or other Contract Documents or should the contractor be in doubt as to the meaning of the specifications or other Contract Documents, he/she should immediately notify Jeanette Dunbar at dunbarj@crtct.org who may correct, amend or clarify such documents by a written interpretation or addendum. It is solely the respondent's responsibility to obtain any and all addendums or official announcements pertaining to this RFP. Jeanette Dunbar may be contacted at dunbarj@crtct.org. No oral interpretations shall be made to any contractor and no oral statement of CRT or its agents shall be effective to modify any of the provisions of the Contract Documents.

GENERAL CONDITIONS:

All respondents shall observe the following instructions and specifications:

PROPOSAL PRICE

The cost of material and labor for each measure must be separately identified on the bid form. Proposed fees should include a fixed cost, which will cover all expenses to be incurred over the course of providing the requested items, including, but not limited to permits, insurance, supplies and materials, disposal costs, travel expenses, postage and delivery, and telecommunication expenses. It is important to note that unlike Energize CT programs, only material and labor costs are paid to WAP contractors. No administrative fees are provided.

Therefore, proposed costs must cover all necessary contractor expenses for providing each energy upgrade and/or service.

PRICING

CRT intends to award contracts to more than one firm as a result of this RFP. The price paid to successful bidders for each measure will be based on their respective proposal and may differ from the price offered in their proposals.

The intended award process for proposals for each type of work will be as follows:

1. Proposals will be scored according to the criteria below.
2. Scored proposals will be ranked from highest to lowest.

Contractors responding to this RFP should include proposed prices for all measures they are willing to provide through WAP. CRT, in collaboration with DEEP, will develop median prices by measure to be paid to all selected contractors based on the variety of prices submitted by all respondents. To develop the median price for each measure, CRT will list all prices received for each measure in order from lowest to highest price. The middle value of this list (or the average of the two middle values of the list if there are an even number of proposed prices) shall become the median price paid by CRT for that measure. Only contractors who met the necessary RFP qualifications and proposed a measure price below, or 5% or less above, the selected median price will be offered a contract to install that measure at the identified median price. For any contractor that proposed a price up to 5% higher than the identified median price, it will be at that Contractor's discretion to decide if they will accept a contract for the lower median price.

PROPOSAL EVALUATION CRITERIA

Proposals will be evaluated according to the following point score:

Experience	20 points
HES-qualified contractor (provide a copy of your Energize CT authorized contractor badge)	5 points
Capacity for completion of accurate work within allotted time frames (i.e. Number of employees, appropriate equipment/tools, vehicles for transport, references and project reviews)	20 points
Ability to perform work as proposed in the Scope of Work in Region 1 counties	15 points
Formal training & certifications specific to measures (BPI, RRP, EPA, DPH, OSHA, DOE, etc.) 2pts for each certification submitted up to 10 points NOTE: T&TA funding can be made available by DEEP to selected applicants under contract that do not meet the current certification requirements or will need CEUs to maintain their certifications. (this includes for HES cert requirements)	10 points
Capacity for reporting and compliance with program (i.e. Office management procedures, etc.)	10 points
Business references related to professionalism, quality of work and reliability	5 points
Small business and/or minority and/or woman owned business (certificate must be included)	5 points
Applications that include proposal to work on all measures on the pricing sheet.	10 points

PAYMENT

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

WARRANTIES

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

PROPOSAL COMPLIANCE

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

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

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

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

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

Materials Safety Data Sheets: If any item(s) on an order(s) resulting from this award(s) is a hazardous chemical, as defined under 29 CFR 1910.1200, <https://www.osha.gov/laws-regs/regulations/standardnumber/1910/1910.1200> provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

RIGHT OF REJECTION

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

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

METHOD OF AWARD

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

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

The award will be given to the contractor(s) whose proposal(s) are the most responsive to the solicitation, and are the most advantageous to CRT, considering price, quality, and other applicable factors including but not limited to experience, service record of the vendor, and required education/training/credentials of the vendor. Multiple contractors may be selected but the preference is for only one HVAC contractor and one Weatherization contractor to provide services for an individual unit. Please note that weatherization work often requires an electrician to install exhaust fans. Any and all proposals may be rejected when it is in the agency's best interest to do so. The proposal with the lowest price will not always be accepted.

FAMILIARITY WITH LAWS, SITE CONDITIONS AND DOCUMENTS

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

GOVERNING LAW

The goods and services requested by means of this proposal shall be executed and delivered and shall be enforced in accordance with the laws of the State of Connecticut.

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

QUALIFICATIONS OF CONTRACTOR

STATEMENTS OF QUALIFICATIONS SHOULD INCLUDE THE FOLLOWING INFORMATION:

- Knowledge of procedures, requirements, and practices related to the weatherization of residences comprised of 1-4 units.
- Knowledge of procedures, requirements, and practices related to federally funded and State of Connecticut construction projects involving weatherization health & safety.
- Demonstration of a sufficient staff to complete each project(s) assigned in a timely manner.
- Resumes of key personnel.
- Company background including number of years in business and present capabilities of the firm to provide services in a timely manner.
- A list of related construction projects, outlining the Project Location, Project Description including size and use, design firm, owner, construction cost, funding source, and construction period. Please highlight projects that involved a government or not-for-profit client.
- Any additional information/qualifications relevant to this RFP.
- Contractors/sub-contractors and their employees must submit a criminal records check to CRT annually. Any conviction of felony or serious misdemeanor subsequent to the criminal background check must be disclosed to CRT. This disclosure is mandatory. Failure to disclose or disallow an employee will result in disqualification of contractor (to be determined at the sole discretion of CRT.)
- Contractor agrees to the submittal of all criminal records reports to CRT on each of its employees engaged in handling client information or entering the CRT client's homes to perform work related to the Weatherization Assistance Program.

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

ERRORS, INTERPRETATIONS AND ADDENDA

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

SUBCONTRACTING

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

INDEMNIFICATION AND INSURANCE

In addition to any insurance requirements as provided herein or in the Agreement, the selected bidder shall at all times indemnify and hold harmless CRT and its officers, agents and employees on account of and from any and all claims, damages, losses, judgements, workers' compensation payments, litigation expenses and legal counsel fees arising out of injuries to persons (including death) or damage to property. The agreement shall provide that all such indemnities shall survive any termination of the Agreement for any reason or cause whatsoever and shall persist until such time as all applicable statutes or repose of limitation have expired.

The Contractor and all subcontractors shall carry Liability Insurance, which shall include coverage for acts of independent contractors or sub-contractors. As a condition to undertaking the Work, Contractor shall acquire, at its sole cost and expense, the following insurance coverage (or equivalent) from insurers with an A M Best rating of A- or better, with the indicated amounts and shall maintain such required insurance coverages during all Work and until the date of final payment under the Agreement or Acceptance of all Work under the Agreement, unless a longer period is specified below.

Such policy shall include the minimum coverages detailed below, and the Contractor shall not engage any subcontractor to perform any part of the work without the Agency's prior written consent and acceptance of subcontractor's insurance certificate. The Community Renewal Team Inc. shall be named as an additional insured pursuant to all insurance agreements required by this Agreement.

The following language shall appear on the Form ACORD 25:

“Community Renewal Team Inc. is named as an additional insured with respect to all insurance policies, including primary and non-contributory policies. A waiver of subrogation shall apply in favor of the additional insured”.

All policies shall require thirty (30) days prior written notice to be given to the Agency in the event of cancellation, termination, and/or other material change in any policy.

The contractor and subcontractors must at the time of the Agreement and any time thereafter upon demand supply the Agency with a Certificate of Insurance and evidence of payment therefore by way of an ACCORD Form 25 for itself and for each and every subcontractor with the minimum insurance limits listed below.

CRT Minimum Requirements are:

- General Liability \$1,000,000 per occurrence \$2,000,000 aggregate defense cost shall be in excess of the limit of liability;

- Business Auto Liability Combined Single Limit of 1,000,000 and to include hired and non- owned auto;
- Workers Compensation \$1,000,000for each accident/ \$1,000,000 each employee/\$1,000,000 each disease;
- Umbrella Liability \$1,000,000;
- Pollution exclusion modification endorsement of at least \$500,000 under the General Liability Policy (if applicable to measures to be conducted by the applicant, including LLRP work).

NOTE: The limits required under this section may be satisfied by a combination of primary and excess (umbrella) coverage of 1 million dollars (\$1,000,000) in layers provided that the excess (umbrella) coverage in each of the relevant categories listed in the following examples:

Example #1:

- Workers Compensation of \$100,000 for each accident, \$500,000 each employee, and a \$100,000 disease policy limit plus excess (umbrella) coverage provided that the excess (umbrella) coverage covers this category.
- General Liability of \$500,000 each occurrence/\$1,000,000 general aggregate (defense cost shall be in excess of the limit of liability). Plus excess (umbrella) coverage provided that the excess (umbrella) coverage covers this category.
- Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles used in performance of the contract (\$500,000 each accident).
- (\$1,000,000) Umbrella Policy covering all policies; Workers Comp, Auto, and General Liability
- For contractors conducting environmental testing only Errors and Omissions Coverage of \$1,000,000 per occurrence or Professional Liability Coverage of \$1,000,000 per occurrence.
- Pollution Occurrence Insurance (POI) of at least \$500,000 under the General Liability Policy as a rider or as a stand-alone policy (if applicable to measures to be conducted by applicant).

Example #2:

- Worker's Compensation insurance as required by the laws of Connecticut as well as employer's liability coverage of \$1,000,000 each accident, \$1,000,000 each employee, and \$1,000,000 disease policy limit.
- General Liability Coverage on an occurrence basis in the minimum amount of \$1,000,000 each occurrence/\$2,000,000 general aggregate (defense cost shall be in excess of the limit of liability).
- Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles used in performance of the contract (\$1,000,000 each accident).

- Pollution exclusion modification endorsement of at least \$500,000 under the General Liability Policy as a rider or as a stand-alone policy (if applicable to measures to be conducted by applicant). .

The Contractor shall provide, at no cost to the Agency, certificates for each of its subcontractors in form and substance satisfactory to the Agency of such insurance irrevocably naming the Agency as an additional insured and loss payee through the duration of this Agreement and until the expiration of all statutes of limitation or repose in connection with any claim that could be made in connection with the work. Satisfactory certificates of such insurance will be provided upon the signing of this agreement and upon request by the Agency at any time thereafter. At the time of contract negotiation, CRT reserves the right to adjust the insurance requirements to be commensurate with the work that is to be conducted by the contractor.

CRT RIGHT TO TERMINATE CONTRACT

A. Failure of Contractor to deliver:

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

In the event of default or that any of the provisions of this Contract are violated by the Contractor, or by any of his Subcontractors, CRT may serve written notice upon the Contractor of their intention to terminate the Contract, such notices shall contain the reasons for such intention to terminate the Contract, and unless within five (5) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the Contract shall, upon expiration of said five (5) days, cease and terminate. In the event of any such termination, CRT shall immediately serve notice thereof upon the Contractor.

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

B. Funding Availability:

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

RISK OF LOSS

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

EQUAL OPPORTUNITY - AFFIRMATIVE ACTION

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

CONTRACTOR PERFORMANCE

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

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

- a) Whether the job was started on time
 - b) Whether the job was completed on time
 - c) Condition of job site and customer satisfaction
 - d) Accuracy and timeliness of invoices from Contractor to Agency
 - e) Accuracy and completeness of the documentation required from contractor
 - f) Work not completed in accordance with the standards of applicable building codes and the Standard of Work Specifications (SWS). (Reference website <https://sws.nrel.gov/spec/1> for complete listing of applicable standard work specifications.)
1. Written notifications will be known as “findings.” If there are two findings in any category, within a 3-month period, the contractor will be required to attend a meeting at which a Corrective Action Plan will be developed, along with an explanation of how the items in the Corrective Action Plan will correct the identified issues.

2. Jobs will not be issued to the contractor until a Corrective Action Plan has been implemented. If a contractor has three (3) findings within a 6-month period, the agency will cease assigning jobs to the deficient contractor and identify another contractor to conduct the weatherization work or work with the other contractors on the agency roster to complete production goals.
3. Each completed weatherization project will receive a Quality Control Inspection (QCI) as required by the U.S. Department of Energy (DOE). QCI will be performed by CRT's QCI Certified Inspectors. Any indicated failures upon QCI inspection will result in the contractor returning to the project to perform corrective measure(s) to bring the work into compliance. A representative of CT DEEP will also participate in a minimum of 10% of the QCIs.

RECORD KEEPING

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

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

CONFIDENTIAL INFORMATION

During the course of its contract with CRT, the Bidder may encounter confidential agency and/or client information. The Bidder agrees, as a condition of this bid to save and protect any such confidential information, shall hold the same in confidence, shall not use the Confidential Information other than for the purposes of its business with CRT, and shall not disclose it to anyone without the specific prior written authorization of CRT. Data security requirements regarding the security of Personally Identifiable Information (PII) will be included in the contracts that result from this Request for Proposals.

4.0 SCOPE OF WORK

Scope of Anticipated Services: (for specific items see Attachments E & G)

Contractors shall furnish all supervision, technical, personnel, labor, machinery, tools, equipment, services and materials; and perform all required work as may be specified by work order(s) as provided herein. Materials supplied by the Contractor to be used in the work contemplated herein shall meet or exceed Federal specifications as set forth in

- Appendix A of 10 CFR Part 440, the State of Connecticut US DOE Weatherization State Plan for Low Income Persons;

<https://www.ecfr.gov/current/title-10/chapter-II/subchapter-D/part-440>

- The Field Implementation Manual requirements from the State of Connecticut Department of Energy and Environmental Protection (DEEP)'s State Plan, Field Guide and Operations Manual found at DEEP's website for Subgrantee Documents for Connecticut Weatherization Program:

<https://portal.ct.gov/DEEP/Energy/Weatherization/Subgrantee-Documents-for-Connecticut-Weatherization-Assistance-Program>

- Weatherization Field Guide and NREL SWS Guide:

<https://sws.nrel.gov/>

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

CRT expects that work in homes is initiated within 5 business days of contractor receipt of a work order from CRT. Project invoices and any required forms (specific to each measure per the aforementioned DEEP and DOE program guidance) are due within 3 business days of completion of work in a customer's home.

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

- **Residential Construction including:**
 1. Minor Roofing, Minor Roof Repairs
 2. Gutters, Downspout, Leader Drains and Extensions
 3. Minor Carpentry
 4. Weatherization Specific Measures Installations
 5. Electrical
 6. Plumbing
 7. Other Weatherization related work as assigned by the local agency

- **Licenses for Contractor or their subcontractors:**
 1. Home Improvement Contractor
 2. Electrical Unlimited
 3. Plumbing & Piping Unlimited

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

- Building structure / Minor roofing repairs including gutter and downspout installation
- Electrical testing and repairs
- Water Damage repairs necessary in order to weatherize the home and ensure the life of the installed measures such as, but not limited to leaking water pipes
- Install Smoke and CO detectors and Fire extinguishers
- Install bathroom and kitchen exhaust fans
- Inspect/Clean/Repair/Install Combustion Appliance
- Chimney repair
- Chimney liner installation

Many projects may require a scope of work assessment and competitive quotes, other projects will be defined Material and Labor costs per this RFP.

SPECIFICATIONS:

ALL PROPOSALS MUST INCLUDE MATERIALS AND LABOR IN ORDER TO BE CONSIDERED FOR REVIEW.

4.1 MATERIALS

All materials and services provided through a contract must meet or exceed Department of Energy standards prescribed in 10 CFR Part 440, Appendix A and must be delivered according to program rules. If there is a conflict between materials specifications identified in this RFP and 10 CFR Part 440 Appendix A, DOE standards shall prevail. Please also refer to the CT WAP Subgrantee Documentation Page and DOE NREL Standard Weatherization Specification at the following links:

<https://portal.ct.gov/DEEP/Energy/Weatherization/Subgrantee-Documents-for-Connecticut-Weatherization-Assistance-Program>

<https://sws.nrel.gov/>

A. Unfaced batt installation shall be:

- Correctly sized to fit snugly at the sides and ends.
- Installed to completely fill the cavity.
- Cut to fit properly -- there should be no gaps, nor should the insulation be doubled-over or compressed.
- Non-standard-width cavities shall be filled by batt insulation cut approximately one inch (1") wider than the space to be filled. Cut to butt-fit around wiring and plumbing, or be split (delaminated) so that one layer can fit behind the wiring or plumbing and one layer fit in front.

B. Faced batt installation, where used as a vapor barrier, shall be:

- Facing shall be appropriately placed toward conditioned and unconditioned spaces.
- Faced insulation must be properly stapled over the face of the studs; it must be continuous with no penetrations.
- Stapling: the batt flange should be stapled to the face of the framing; flanges from adjacent cavities should overlap per manufacturer's specifications on facing.
- Each batt should be stapled approximately every eight (8) inches, or according to manufacturer's specifications on facing.

All tears or breaks in the facing six (6) inches or longer shall be sealed with duct tape or other waterproof tape. Tears and breaks in the facing should be minimal.

C. Narrow-framed cavities and "chinking":

- Non-standard-width cavities shall be filled by batt insulation cut approximately one inch (1") wider than the space to be filled.
- Narrow spaces (2" or less) at windows, between studs at the building's corners, and at the intersections of partitions and walls shall be filled with small pieces of insulation; care should be taken not to compress the insulation.

D. Air Sealing:

E. Materials for air sealing services and building Windows and doors:

- Storm windows must be aluminum (White) triple track combination, storm windows conforming to specifications ASTM2 1002 10-93.
- Storm Doors must be aluminum (White) paneled bottom with glass and screen top, conforming to specifications AAMA2 1102.7-89. Replacement windows must be rigid vinyl frame with low E Glass U35 conforming to specifications ASTM2 -D-4726-00.

4.2 LABOR

- No laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous to their health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor. This is as set forth in the Contract Work Hours and Safety Standard Act (40 USC 327-330) and supplemented by Department of Labor regulations (29 CFR Part 5).
- Bidders shall be responsible for keeping the premises broom clean and orderly as a requirement during the course of the workday. Removal and proper disposal of scrap waste, packing materials and/or replaced parts, and/or any other materials used as part of the job scope is required.
- All persons conducting work under contracts resulting from this proposal shall be trained and certified for OSHA 10 and EPA RRP Lead Safe EPA certified (RRP) Renovations, Repairs and Painting practices.

4.3 TECHNICAL PERFORMANCE REQUIREMENTS

All requirements in this section are mandatory. To comply with all applicable laws, ordinances, codes and regulations of local, state and federal governments, including the obtaining of all required permits and licenses at no additional cost to the Agency, except that that actual permit and license fees specific to additional work measures for the site may be charged to the project.

QUALIFIED PROPOSALS SHALL INCLUDE

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

QUALIFICATIONS CONSULTANTS/CONTRACTORS

Provide information identifying:

- All relevant registrations, certifications, and licenses
- Firm and/or principal of firm cannot be on the State's or federal de-barred list
- Required insurance – see insurance section for limits
- Sufficient personnel – capacity for varied projects or multiple projects

REQUIRED FORMS

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

- 1) RFP Proposal Authorization Form (page 21)
- 2) Statement of Qualifications (page 22)
- 3) Customer Reference Form (page 23)
- 4) Copies of Contractor Registration Form(s) Submitted via <https://www.elicense.ct.gov/>
- 5) Federal Debarment Certification Form (Attachment C)
- 6) Non-Collusion Affidavit of Prime Bidder/Subcontractor (Attachment D)
- 7) Program Service Provider Service Areas – Indicating all proposed service work areas (Attachment E)
- 8) Pricing Sheet (separate document) CRT RFP WXDOE WAP Pricing Sheet (Attachment F) & Electronic Version emailed to crt-bids@crtct.org or include a USB flash drive with your proposal.
- 9) Certificate(s) of Insurance.
- 10) Resumes of Key Personnel including Office and Technical Staff
- 11) Certificate of Solvency, if applicable
- 12) Copy of current Home Improvement Contractor License, if applicable
- 13) Copy of current EAP RRP Lead-Safe Certification for the Firm & Supervisors
- 14) Copy of all certifications and licenses (AHERA, Electrical, etc.) per specialty as required by state law.
- 15) BPI Certifications; Mandatory for DOE WAP Shell contractors only
- 16) Attestation letter for firm regarding background checks for employees and sub-contractors annually.

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

RFP PROPOSAL AUTHORIZATION FORM
--

AUTHORIZATION AND EXECUTION OF QUOTE PROPOSAL

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

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

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

Complete and Sign

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

STATEMENT OF QUALIFICATIONS

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

Name of Contractor:	
Permanent Business Address: Mailing Address (if different):	
Minority/ Women-Owned Business Enterprise? Please provide DAS Diversity Certificate.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Minority <input type="checkbox"/> Women
Number of Employees?	Where is the current company incorporated?
Former Firm name (if any)?	Number of years' experience doing this work?
Addresses and purpose of any business locations in the 119-town Geographical Area to be serviced (attach additional sheet if necessary):	1. 2. 3. 4. 5.
General character of work performed by company:	
Have you ever failed to complete any contract awarded to you?	<input type="checkbox"/> No <input type="checkbox"/> Yes: If yes, please explain where and why?

The undersigned hereby attests to the accuracy of the answers provided and requests and authorizes any persons, firm or corporation to furnish any information requested by the Community Renewal Team, Inc. to verify the recitals comprising this Statement of Qualifications, or references provided, or other Quote materials.

Dated at _____ on this ____ day of _____, 2024 by

Name: _____ Title: _____

Signature: _____

CUSTOMER REFERENCE FORM

Bidder Name: _____

Reference #1

Name of Company: _____

Contact Name: _____

Address: _____

City/Town: _____ State _____ Zip Code _____

Phone Number: _____ Email: _____

Description of work/project/products completed for or sold to this customer:

Reference #2

Name of Company: _____

Contact Name: _____

Address: _____

City/Town: _____ State _____ Zip Code _____

Phone Number: _____ Email: _____

Description of work/project/products completed for or sold to this customer:

Reference #3

Name of Company: _____

Contact Name: _____

Address: _____

City/Town: _____ State _____ Zip Code _____

Phone Number: _____ Email: _____

Description of work/project/products completed for or sold to this customer:

ATTACHMENTS

ATTACHMENT A1

STANDARD CONTRACTOR EVALUATION FORM (For review only)

**ATTACHMENT A1
STANDARD CONTRACTOR EVALUATION FORM**

Project Address: _____ City _____

Date ____/____/____

Project Owner: _____

INSTRUCTIONS:

This Evaluation Form is for evaluating the performance of contractors on properties receiving weatherization services and is to be completed and signed by an individual responsible for the oversight of the project.

- **PREPARE:** After completion of weatherization services the Quality Control Inspector (QCI) and/or Program Coordinator may complete this form as an Evaluation of the contractor's performance. A project is "complete" upon "File Closure for Payment".
- **SIGN & SUBMIT A COPY:** The completed Evaluation must be signed by responsible QCI and PC of the project. No person shall be liable for any injury or loss to a contractor as a result of the completion of a contractor evaluation.

NOTE: CRT offers contractors in dispute any information contained in an Evaluation an opportunity to do so by submitting a written response to CRT's Program Manager within 30 days of receipt of a copy of the Evaluation. Evaluators finding it necessary for good cause to revise an evaluation may do so provided they include a written explanation for the revision acceptable to CRT's Program Manager. An Evaluator cannot negotiate the contents of an Evaluation. Evaluations and written contractor responses are recorded in a contractor's certification file.

EVALUATION QUESTIONS

Please rate this contractor's performance in each of the following categories by indicating whether performance was "unacceptable = 0," "poor = 1," "satisfactory = 2," "very good = 3" or "excellent = 4," and enter the applicable point score for each category in the right-hand margin.

After completing the final question in this section, please total the points in order to calculate an overall Project Rating. PLEASE NOTE THAT A TOTAL PROJECT RATING SCORE OF AT LEAST 10 IS REQUIRED TO "PASS" and that a record of two or more Project Ratings below 80 may constitute cause for denial of certification or for decertification of a contractor.

Written comments to explain the ratings you assign in any category are extremely helpful, and if you rate performance below "satisfactory" in any category, a detailed written explanation (with examples) must be provided. If additional space is necessary for comments, please feel free to attach additional sheets.

GENERAL INFORMATION Type of Evaluation: ☐-In-Progress; ☐-Final. For a ☐- General Contractor

REFERENCE: Contractor: _____ Tel#: _____ ID

No. _____ (if known)

**ATTACHMENT A1
STANDARD CONTRACTOR EVALUATION FORM (Cont.)**

Scope of Work: Attach a Copy of the NEAT Work Order (WO)

Work Order Date: ____/____/____ End Date: ____/____/____ File Closure Date: ____/____/____

LEGAL AND ADMINISTRATIVE PROCEEDINGS:

Are you aware of any legal or administrative proceedings, invoked bonds, and assessed damages, demands for direct payment, payment bond claims, contract failures, contract terminations, or penalties involving this contractor on this contract? What is the status of any pending litigation? What was the final outcome of any completed litigation? What are the dollar amounts of assessed damages or penalties?

1. Quality of Workmanship & On-Site Supervisory Personnel:

- Rate the quality of this contractor's workmanship. Were there quality-related or workmanship problems? Was the contractor responsive to "Go-Back" work required? Did the crew leader have the knowledge, management, & experience to run a project of this size and scope? If not, provide specific examples.

Comments:

Score: _____

2. Project Management, Scheduling & Subcontractor Management:

- Rate this contractor's performance with regard to adhering to contract schedules. Did this contractor or his subcontractor(s) meet the contract schedule or revisions by approved change orders? If not, was the delay attributable to this contractor? If so, provide specific examples.

Comments:

Score: _____

3. Safety and Housekeeping Procedures:

- Rate this contractor's safety and housekeeping procedures on this project. Were there any OSHA, RRP violations or serious safety accidents? If so, provide specific examples.

Comments:

Score: _____

**ATTACHMENT A1
STANDARD CONTRACTOR EVALUATION FORM (Cont.)**

4. Working Relationships:

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

Comments:

5. Paperwork Processing & Change Orders:

- Rate this contractor's performance in completing and submitting required project paperwork (i.e. invoice & required forms per agreement, etc.) Did the contractor submit the required paperwork promptly and in proper form? Were Change Orders reasonable. If not, provide specific examples.

Comments:

NOTE: A TOTAL POINTS SCORE OF LESS THAN 80 IS A FAILING SCORE.

Total

Points:

I certify that, to the best of my knowledge:

Signature of: Date

Contractor Signature

Date

Signature of CRT Program Coordinator

Date

ATTACHMENT B

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

ATTACHMENT B
PROPOSED CONTRACTOR AGREEMENT FOR SERVICES OR SERVICES
AND MATERIALS FOR DEEP/CONNECTICUT WEATHERIZATION
ASSISTANCE PROGRAM (WAP)

INSTRUCTIONS

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

This agreement made INSERT DATE HERE by the Community Renewal Team, Inc.,
Contact: **Program Manager**, Weatherization Program Manager, 555 Windsor Street, Hartford, CT
06120, Phone 860-560-5137, hereinafter referred to as the "Agency", and (Name, Address, Contact
Name, Telephone) _____
_____ hereinafter referred to as the "Contractor."

STATEMENT OF WORK

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

PERIOD OF PERFORMANCE

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

CONTRACT PRICE

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

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

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

GENERAL CONDITIONS

1. The Contractor shall be bound by the terms and conditions set forth in the Agency's agreement with DEEP ("Prime Contract") and such terms and conditions are incorporated herein by reference with the necessary adaptations. In the event of a conflict between the terms and conditions of the Prime Contract and the present Agreement, the terms and conditions of the Prime Contract shall prevail.
2. No work shall begin until the Agency issues a written Work Order to the Contractor. Agency and Contractor may from time to time change and amend the Work Order, but no such changes or amendments shall be enforceable or binding upon Agency unless made in writing duly executed by Agency. Contractor shall, for no purposes, be entitled to rely on oral or implied amendments, changes or modifications to the Work Order.
3. All work must be completed within 45 days of the date of the Work Order submission to the Contractor unless waived by Agency Program staff. Time is of the essence and Agency may, in its sole discretion and without liability to Contractor of any nature or sort, terminate this Agreement and cancel all work if Contractor fails to timely complete the work as provided herein. Contractor may submit a letter requesting additional time in the event of any delay in the availability or delivery of materials, and Agency may approve or decline such requests in its sole discretion. Liquidated damages may apply (See Liquidated Damages Section) No grant of additional time shall be effective unless made in writing and signed by Agency. Contractor's failure to timely complete the work is a violation of this Agreement and Agency may (i) at its sole and absolute discretion terminate this Contract without liability to Contractor or Contractor's agents, employees, representatives or suppliers, by so notifying the Contractor and (ii) pursue and obtain all other relief and remedies available to Contractor in law or in equity.
4. All times specified in this agreement for the performance and obligations of the parties is deemed of the essence. The acceptance of late performance shall not waive the right to claim damages for such breach nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed by the delinquent party. The Agency may in its sole discretion and without prior notice deduct damages and set off amounts due from Contractor from any payment otherwise due to the Contractor.
5. Work on any unit may require the efforts of multiple contractors, and Agency will make its best efforts to coordinate and expedite the work of contractors to permit prompt completion and closing of jobs. Contractor shall use its best efforts to coordinate its work with other contractors and to comply with Agency's directions regarding the scheduling of work.
6. All work shall be completed in a competent and workmanlike manner and be acceptable to the Agency. All materials must be installed in accordance with the procedures outlined in the Work Order or as otherwise provided by Agency in writing. Agency's acceptance of faulty work or Contractor's failure to disclose or discover defects will not relieve the Contractor from responsibility, as set forth herein.
7. Agency shall make payment to Contractor within (i) thirty working (30) days of Agency's Health & Safety file closing and approval of Contractor's completed work and (ii) Contractor's provision of lien waivers as provided herein. Agency may accept or reject the work in Agency's reasonable discretion, and Contractor shall not be entitled to payment unless and until Contractor corrects any deficiencies in the work to Agency's reasonable

satisfaction. As a further condition to payment, Contractor shall provide to Agency (i) a written statement satisfactory to Agency representing and warranting to Agency the identity of all independent contractors, sub-subcontractors and material suppliers engaged by Contractor in connection with the work, (ii) lien waivers in form and substance acceptable to Agency executed by every such person or entity that has or may have an opportunity to file any mechanic's lien in connection with the work, and (iii) evidence, reasonably satisfactory to Agency, reflecting contemporaneous payment made therefor by Contractor. In the event of a good faith dispute with Contractor or any subcontractor or material supplier, Agency may at Contractor's expense bond off of any lien placed on any property in connection with the work or any compensation claimed by Contractor hereunder.

8. Contractor must submit with the job invoice:
 - a. Invoice with Name and Address.
 - b. Clear and concise work item details with costs split between labor and materials.
 - c. Documentation including: burner combustion report, input sheet, labeled pictures of pre and post work, daily test-in and test-out documentation, pictures of EPA RRP procedures and protocols during construction and Mechanics Lien Waiver. Additional documentation specific to a particular job may be required such as, but not limited to disclaimers, sidewall waivers and permits.
9. Contractor shall defend, indemnify and save the members of the Agency, the State of Connecticut, the United States, and their respective representatives, officers, agents and employees from and against any and all losses, costs, damages, suits, actions, or claims of any character, sort, time and description whatsoever brought for or on account of any losses or damages suffered or sustained by any person, persons (including any person or company asserting title to or a security interest, lien or claim against the materials furnished pursuant to this contract) or property by or from the Contractor or by or in consequence of (i) any violation of this Agreement, (ii) any neglect in safeguarding or preserving materials, the work or in performance of the work, (iii) on account of defective workmanship or materials, (iv) damages caused to any property in which the work is performed or to the residents or occupants of any such property or their belongings, or (v) by or on account of any act, omission, or misconduct of the Contractor or any of its representatives, servants, suppliers, vendors, invitees or employees. Contractor shall further defend the Agency, the State of Connecticut, the United States, and their respective representatives, officers, agents and employees against all claims arising hereunder or in connection with the work with counsel reasonably acceptable to Agency at Contractor's sole expense. Contractor shall pay all attorney's fees, court costs and litigation expenses, including but not limited to all such attorney's fees, costs and expenses incurred by Agency in any dispute with Contractor, irrespective of whether such dispute results in litigation. Contractor's obligations hereunder shall survive the termination of this Agreement for any reason or cause and shall persist until the expiration of all statutes of limitation or repose in connection with any claim that could be made against Agency in connection with the work or other services or materials provided hereunder.
10. The Contractor agrees that the Agency is acting in an independent capacity and not as an agent or instrumentality of any Municipal, State or Federal Government.
11. If changes or interpretations in federal law or regulations shall cause any remaining performance within this contract to be unlawful or any governmental or other agency

terminates or materially delays the funding of the programs under which this Agreement is entered, the Agency may cancel such remaining performance under this Agreement and may cancel such remaining work without liability of any nature or sort.

12. The Equal Employment Opportunity Clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246 entitled "EQUAL EMPLOYMENT OPPORTUNITY" as amended by Executive Order 11375 and as supplemented in U.S. Department of Labor Regulations (41 CFR 60) is hereby incorporated and made part of this Agreement. Contractor shall not discriminate against any person or group of persons as set forth in said Executive Order.
12. As applicable, Contractor shall not induce, by any means, any persons or group of persons employed for any weatherization project, to give up any part of the compensation to which it, he, she or they are otherwise entitled; as set forth in the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145) as supplemented in Department of Labor regulations (29 CFR Part 3).
13. Contractor shall comply with the Contract Work Hours and Safety Standard Act (40 USC 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).
14. Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. §§ 1251-1387).
15. Contractor shall certify that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
16. Contractor shall at its sole expense and at all times during the term hereof:
 - a. Apply for and obtain at its sole cost all applicable Building Permits, licenses and approvals.
 - b. Keep the premises broom clean and orderly during the course of the work and remove and properly dispose of debris at the end of each work day. Contractor shall comply with all applicable laws and regulations and with Agency's directions with regard to the storage and stockpiling of materials and with regard to the removal and disposal of debris.
 - c. Permit the Agency, the Connecticut Department of Energy and Environmental Protection (DEEP) and U.S. Department of Energy (DOE), Department of Social Services (DSS) or any of their authorized representatives to examine and inspect the weatherization work.
 - d. Repair all surfaces and work damaged by the Contractor resulting from work under this agreement at no additional cost to the Agency. (Repair of existing work shall mean the item is to be restored to its prior condition or better.)
 - e. Verify attendance at training for lead safe weatherization work for all of Contractor's

employees working on weatherization units prior to the commencement of work.

WARRANTY

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

INSURANCE

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

- Contractor shall provide a Certificate and other evidence of such insurance to CRT at the signing of the agreement and upon demand any time thereafter during the duration of this agreement in amounts acceptable to CRT not less than the following:
 - General Liability (\$1,000,000 each occurrence/\$2,000,000 general aggregate);
 - Automobile Liability (\$1,000,000 each accident);
 - Error & Omissions (\$1,000,000 each occurrence);
 - Professional Liability (\$1,000,000 each occurrence) or
 - Umbrella Liability (\$5,000,000 each occurrence);
 - Workers Compensation (\$1,000,000 each accident, \$1,000,000 each employee, \$1,000,000 disease policy limit).
 - Pollution exclusion modification endorsement of at least \$500,000 under the General Liability Policy as a rider or stand-alone policy.
- As a substitute for Workers' Compensation Insurance for self-insurers, the Contractor may provide CRT with a "Certificate of Solvency" issued by Connecticut Workers' Compensation Commission.

LIQUIDATED DELAY DAMAGES AND OTHER DAMAGES

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

time specified in a subsequent written agreement, plus any written extensions of time allowed by CRT.

TERMINATION

- A. For Fault** If the Agency determines that the Contractor has failed to perform or will fail to perform all or any part of the contracted services or obligations required under this Agreement, the Agency may terminate or suspend this Agreement in whole or in part upon written notice by certified mail to the Contractor specifying the portions of this Agreement terminated, suspended or reduced. Such notice shall specify the violation(s) of this Agreement, and, in the case of termination, shall specify a reasonable period of not more than ten (10) days nor less than five (5) days from receipt of the notice, at which time the Agreement shall be deemed terminated. In the event of such termination, any materials, supplies, tools or equipment provided by the Agency shall be returned forthwith by the Contractor.
- B. Not for Fault** Whenever the Agency determines that termination of this Agreement in whole or in part is in the best interest of the Agency or the State, or in the event that termination is required by a Federal Sub-grantee, the Agency may terminate this Agreement by written notice to the Contractor specifying the services terminated and the effective date of the termination. Upon termination, the Contractor shall be entitled to and the Agency shall pay, the eligible costs incurred in compliance with this Agreement until the date of the termination, plus any costs the Contractor incurs directly resulting from such termination, provided however, that the total amount paid to the Contractor shall not be more than the amount of Total Compensation specified in this Agreement.
- C. Termination for Circumstances Beyond the Control of the Contractor** The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Agency in writing as soon as it is reasonably possible after the commencement of any excusable delay; setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Agency of the cessation of such occurrence.
- D. In the event of termination of this Agreement**, the Agency shall simultaneously forward to the State/Division a copy of the required notice.

LICENSES AND REGISTRATION

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

General Home Improvement

Home Improvement Contractor's Registration _____

Contractor's Electrical License _____

Contractor's Plumbing License _____

	Heating, Piping & Cooling Limited Contractor	_____
BPI Certifications		
	Building Analyst	_____
	Envelope Professional	_____
	Multi Family Professional (If applicable)	_____
Other Certifications	EPA RRP Certified Firm	_____
	EPA RRP Certified Supervisor	_____
	AHERA Certification	_____
	OSHA 10 Certification	_____
	OSHA Confined Space (one employee per Contractor to be determined)	_____

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

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

AUDIT

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

DEBARMENT AND SUSPENSION

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

ATTACHMENT C

Debarment Certification Form

**ATTACHMENT C
DEBARMENT CERTIFICATIONFORM**

**CONTRACTOR AGREEMENT FOR SERVICES OR SERVICES AND MATERIALS
DEEP/WAP ASSISTANCE PROGRAM**

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

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

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

Organization Name

Name & Title of Authorized Representative (Print)

Authorized Signature

Date

ATTACHMENT D

Non-Collusion Affidavit of Prime Bidder/Subcontractor Form

ATTACHMENT D
NON-COLLUSION AFFIDAVIT OF PRIME BIDDER/SUBCONTRACTOR

State of Connecticut in the County of _____)

_____, being first duly sworn, deposes and says that:

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

Signed _____

Title _____ Witnessed by _____

ATTACHMENT E

CRT Towns Served

PY 23, 24 & 25 Weatherization Assistance Program Service
Provider Service Areas

**Place a check mark next to all proposed service work
areas.**

If all indicate ALL.

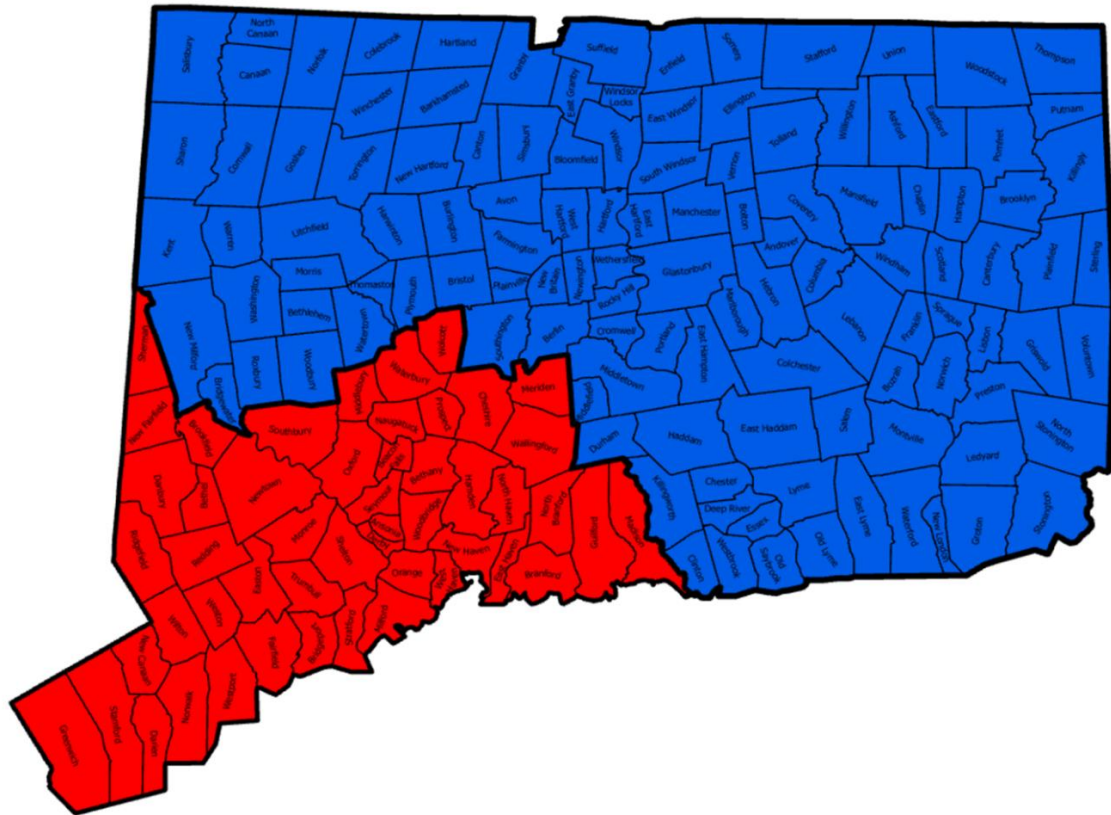
Return with your Proposal.

Name	Designation	County	Planning region
Avon	Town	Hartford County	Capitol
Berlin	Town	Hartford County	Capitol
Bloomfield	Town	Hartford County	Capitol
Bristol	City	Hartford County	Naugatuck Valley
Burlington	Town	Hartford County	Northwest Hills
Canton	Town	Hartford County	Capitol
East Granby	Town	Hartford County	Capitol
East Hartford	Town	Hartford County	Capitol
East Windsor	Town	Hartford County	Capitol
Enfield	Town	Hartford County	Capitol
Farmington	Town	Hartford County	Capitol
Glastonbury	Town	Hartford County	Capitol
Granby	Town	Hartford County	Capitol
Hartford	City	Hartford County	Capitol
Hartland	Town	Hartford County	Northwest Hills
Manchester	Town	Hartford County	Capitol
Marlborough	Town	Hartford County	Capitol
New Britain	City	Hartford County	Capitol
Newington	Town	Hartford County	Capitol
Plainville	Town	Hartford County	Capitol
Rocky Hill	Town	Hartford County	Capitol
Simsbury	Town	Hartford County	Capitol
South Windsor	Town	Hartford County	Capitol
Southington	Town	Hartford County	Capitol
Suffield	Town	Hartford County	Capitol
West Hartford	Town	Hartford County	Capitol
Wethersfield	Town	Hartford County	Capitol
Windsor	Town	Hartford County	Capitol
Windsor Locks	Town	Hartford County	Capitol

Barkhamsted	Town	Litchfield County	Northwest Hills
Bethlehem	Town	Litchfield County	Naugatuck Valley
Bridgewater	Town	Litchfield County	Western Connecticut
Canaan	Town	Litchfield County	Northwest Hills
Colebrook	Town	Litchfield County	Northwest Hills
Cornwall	Town	Litchfield County	Northwest Hills
Goshen	Town	Litchfield County	Northwest Hills
Harwinton	Town	Litchfield County	Northwest Hills
Kent	Town	Litchfield County	Northwest Hills
Litchfield	Town	Litchfield County	Northwest Hills
Morris	Town	Litchfield County	Northwest Hills
New Hartford	Town	Litchfield County	Northwest Hills
New Milford	Town	Litchfield County	Western Connecticut
Norfolk	Town	Litchfield County	Northwest Hills
North Canaan	Town	Litchfield County	Northwest Hills
Plymouth	Town	Litchfield County	Naugatuck Valley
Roxbury	Town	Litchfield County	Northwest Hills
Salisbury	Town	Litchfield County	Northwest Hills
Sharon	Town	Litchfield County	Northwest Hills
Thomaston	Town	Litchfield County	Naugatuck Valley
Torrington	City	Litchfield County	Northwest Hills
Warren	Town	Litchfield County	Northwest Hills
Washington	Town	Litchfield County	Northwest Hills
Watertown	Town	Litchfield County	Naugatuck Valley
Winchester	Town	Litchfield County	Northwest Hills
Woodbury	Town	Litchfield County	Naugatuck Valley
Chester	Town	Middlesex County	Lower Connecticut River Valley
Clinton	Town	Middlesex County	Lower Connecticut River Valley
Cromwell	Town	Middlesex County	Lower Connecticut River Valley
Deep River	Town	Middlesex County	Lower Connecticut River Valley
Durham	Town	Middlesex County	Lower Connecticut River Valley
East Haddam	Town	Middlesex County	Lower Connecticut River Valley
East Hampton	Town	Middlesex County	Lower Connecticut River Valley
Essex	Town	Middlesex County	Lower Connecticut River Valley
Haddam	Town	Middlesex County	Lower Connecticut River Valley
Killingworth	Town	Middlesex County	Lower Connecticut River Valley
Middlefield	Town	Middlesex County	Lower Connecticut River Valley
Middletown	City	Middlesex County	Lower Connecticut River Valley
Old Saybrook	Town	Middlesex County	Lower Connecticut River Valley
Portland	Town	Middlesex County	Lower Connecticut River Valley

Westbrook	Town	Middlesex County	Lower Connecticut River Valley
Bozrah	Town	New London County	Southeastern Connecticut
Colchester	Town	New London County	Southeastern Connecticut
East Lyme	Town	New London County	Southeastern Connecticut
Franklin	Town	New London County	Southeastern Connecticut
Griswold	Town	New London County	Southeastern Connecticut
Groton	Town	New London County	Southeastern Connecticut
Lebanon	Town	New London County	Southeastern Connecticut
Ledyard	Town	New London County	Southeastern Connecticut
Lisbon	Town	New London County	Southeastern Connecticut
Lyme	Town	New London County	Lower Connecticut River Valley
Montville	Town	New London County	Southeastern Connecticut
New London	City	New London County	Southeastern Connecticut
North Stonington	Town	New London County	Southeastern Connecticut
Norwich	City	New London County	Southeastern Connecticut
Old Lyme	Town	New London County	Lower Connecticut River Valley
Preston	Town	New London County	Southeastern Connecticut
Salem	Town	New London County	Southeastern Connecticut
Sprague	Town	New London County	Southeastern Connecticut
Stonington	Town	New London County	Southeastern Connecticut
Voluntown	Town	New London County	Northeastern Connecticut
Waterford	Town	New London County	Southeastern Connecticut
Andover	Town	Tolland County	Capitol
Bolton	Town	Tolland County	Capitol

Columbia	Town	Tolland County	Capitol
Coventry	Town	Tolland County	Capitol
Ellington	Town	Tolland County	Capitol
Hebron	Town	Tolland County	Capitol
Mansfield	Town	Tolland County	Capitol
Somers	Town	Tolland County	Capitol
Stafford	Town	Tolland County	Capitol
Tolland	Town	Tolland County	Capitol
Union	Town	Tolland County	Northeastern Connecticut
Vernon	Town	Tolland County	Capitol
Willington	Town	Tolland County	Capitol
Ashford	Town	Windham County	Northeastern Connecticut
Brooklyn	Town	Windham County	Northeastern Connecticut
Canterbury	Town	Windham County	Northeastern Connecticut
Chaplin	Town	Windham County	Northeastern Connecticut
Eastford	Town	Windham County	Northeastern Connecticut
Hampton	Town	Windham County	Northeastern Connecticut
Killingly	Town	Windham County	Northeastern Connecticut
Plainfield	Town	Windham County	Northeastern Connecticut
Pomfret	Town	Windham County	Northeastern Connecticut
Putnam	Town	Windham County	Northeastern Connecticut
Scotland	Town	Windham County	Northeastern Connecticut
Sterling	Town	Windham County	Northeastern Connecticut
Thompson	Town	Windham County	Northeastern Connecticut
Windham	Town	Windham County	Southeastern Connecticut
Woodstock	Town	Windham County	Northeastern Connecticut



Legend:
Region 1 – Blue
Region 2 - Red

ATTACHMENT F

PRICING SHEET WEATHERIZATION

IMPORTANT NOTE: Prices need to cover all costs for the contractor (WAP, unlike HES-IE, does not provide administrative fees to help cover costs)

Please see separate document for
PRICING SHEET.