

**CITIZENS FOR CITIZENS, INC.  
ENERGY PROGRAMS  
427 ROBESON STREET  
FALL RIVER, MASSACHUSETTS 02720**

**TELEPHONE 508-675-2157**

**"An Equal Opportunity Employer"**

INVITATION FOR PROPOSAL FOR GENERAL WEATHERIZATION

Citizens for Citizens, Inc. (CFC) is soliciting proposals for materials and installation services purchased under the DHCD funded Weatherization Assistance Program.

General Information to Contractors:

1. CFC reserves the right to reject any and all proposals or any portion thereof if CFC determines it is in its best interest to do so. Further, CFC reserves the right to negotiate with respondents on any and all elements of this proposal.
2. All materials and services are as described in the General Contract Technical Specifications, **DOE/NREL's Standard Work Specifications (SWS)** and other pertinent attachments which are or become part of this total Agreement.

All workmanship must be guaranteed for a period of one (1) year; all materials must be guaranteed for a minimum of five (5) years - longer if so specified in proposal package.

**Replacement Doors and Replacement Windows require proof that they meet technical specifications. This can be accomplished by providing manufacturer published material or by the provision of test results from an independent testing laboratory.**

3. The services solicited apply to any location within the CFC service area that includes the following cities and towns.

Fall River  
Freetown  
Somerset  
Swansea  
Westport

Taunton  
Berkley  
Dighton  
Lakeville  
Rehoboth  
Seekonk

New Bedford  
Acushnet  
Dartmouth  
Fairhaven  
Marion  
Mattapoisett  
Rochester

4. All proposals constitute firm offers which may not be withdrawn for a period of **TWO YEARS** after the proposal due date.
5. Payment for services provided by Contractors will, under normal conditions, be processed within 30 days after the work is completed and been certified by CFC staff to be in compliance with the CFC Work Authorization.
6. The submission of a proposal constitutes contractor acceptance of all the terms and conditions in the Invitation for Proposal which includes the sample General Contract Agreement, SWS, Installation Instructions, pertinent attachments and/or any other Addenda which may be issued in the future by Department of Housing and Community Development (DHCD) or CFC.
7. All proposal forms must be **completed in full and any copies of licenses, insurance, etc. must be provided** in order for proposals to be considered. Failure to comply will result in the proposal being disqualified.

8. CFC will evaluate the proposals taking into account the following:
  1. Price
  2. Experience of the Contractor in the Weatherization field.
  3. Valid licenses, certificates and training that the Contractor has in the Weatherization field.
  4. References - Minimum of three (3).
9. Weatherization Contractors may submit proposals for General Weatherization including insulation and doors and windows on the attached proposal form.
10. Failure of the Contractor to perform in accordance with the conditions outlined in this Invitation for Proposal may result in his/her disqualification from any other work under this program and / or legal action if it is deemed to be warranted by CFC.
11. Proposals are to be sealed and labeled "General Weatherization" on the outside of the envelope.
12. Proposals are to be submitted to:

Madeleine Cormier, Director  
Weatherization Assistance Program  
Citizens for Citizens, Inc.  
427 Robeson Street  
Fall River, Massachusetts 02720
13. Sealed Proposals must be received no later than

Citizens for Citizens, Inc.  
Fall River, MA

**WEATHERIZATION ASSISTANCE GENERAL CONTRACT**

This Agreement is made on \_\_\_/\_\_\_/\_\_\_ by and between \_\_\_\_\_ of  
Contractor  
\_\_\_\_\_ and Citizens for Citizens, Inc. of Fall River, Massachusetts.  
City/Town

The Individual/Firm is a business organized as follows:

**(Place an "X" before the appropriate category and complete the statement).**

\_\_\_\_\_ A Corporation organized and existing under the laws of \_\_\_\_\_.  
MA

\_\_\_\_\_ A partnership within the State of \_\_\_\_\_ doing business as \_\_\_\_\_.  
Company Name

\_\_\_\_\_ An individual doing business as \_\_\_\_\_.

Hereafter all reference to "Contractor" applies to the above described individual/firm. Hereafter all reference to "Agency" applies to Citizens for Citizens, Inc. of Fall River, Massachusetts.

The Agency reserves the right to reject or accept all proposals, in whole or in part, if the Agency determines it is in its best interest to do so.

ARTICLE I

The Contractor agrees to comply with all conditions set forth in this Agreement, as well as any Attachments, Amendments, Technical Specifications, Work Authorizations, Purchase Orders and the like, issued as part of or subsequent to the general contract.

ARTICLE II

Prior to being eligible to do work under the WAP program Contractor must provide to the Agency the following:

1. Copy of a valid license and/or certificate issued by the Commonwealth of Massachusetts which certifies the Contractor to be eligible to do work appropriate to the nature and type for which the Agency may authorize work to the Contractor.
2. An original Certificate of Insurance which lists Citizens for Citizens, Inc. as the certificate holder for the following coverage:

A.) General Liability

Bodily Injury and Property Damage	<u>\$1,000,000</u> each occurrence <u>\$1,000,000</u> general aggregate
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Products and Completed Operations	<u>\$1,000,000</u> aggregate
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Personal and Advertising Injury	<u>\$1,000,000</u> each occurrence
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The policy should include coverage relating to explosion, collapse, and underground property damage and shall include contractual liability coverage.

B.) Worker's Compensation Coverage A	Provide Statutory Minimum
Worker's Compensation Coverage B	\$500,000 each accident \$500,000 disease per employee \$500,000 disease policy

If company claims exemption from this requirement the owner must provide a notarized statement detailing the reasons for the exemption.

- C.) Contractor is further required to :
1. Have his/her Insurance Agent send a letter to Citizens for Citizens, Inc. stating that he/she shall endeavor to notify Citizens for Citizens, Inc. in writing immediately should the Contractor's coverage cease for any reason or should the coverage be changed to limits below those stated in section 2 A above.
  2. The Contractor **may not sub-contract work issued by the Agency** to the Contractor until and unless the Contractor receives prior approval from the Agency to do so and the sub-contractor must meet all conditions set forth in the Weatherization Assistance General Contract.
  3. Contractor shall provide the agency with a current "Home Improvement Contractor License."

### ARTICLE III

The Contractor warrants and agrees that the labor and materials furnished shall comply with all requirements under this Agreement and all applicable federal, state, and local laws, codes and/or regulations, including, but not limited to **DOE/NREL Standard Work Specifications (SWS) and Weatherization Materials and Installation Specifications** which are part of this agreement.

In the event that any defect in workmanship or materials or any damage caused by the Contractor, its employees, or agents, is discovered within one year after the completion of the job, including cleanup, the Contractor agrees to perform or cause to be performed, at the sole expense of the Contractor, any remedy, repairs, or replacement to correct such damage or defect, and that all corrective measures will be done in a timely fashion.

Payment for services provided by Contractors will, under normal conditions, be processed within 60 days after the work is completed and been certified by CFC staff to be in compliance with the CFC Work Authorization.

Contractor will provide to the Agency's Client all Manufacturers' Warranties/Guarantees where such exists and provide a copy of said Manufacturers Warranties/Guarantees to the Agency.

#### ARTICLE IV

This Agreement may be terminated for breach of any of the provisions of this Agreement upon seven days written notice. Such notice shall specify the reasons for and effective date of termination and any time period allowed for correction of such breach prior to termination. Upon termination Agency may withhold any payment to Contractor for purpose of set-off until such time as the exact amount of damage is agreed upon or otherwise determined.

#### ARTICLE V

All materials and workmanship used by the Contractor are subject to the approval of the Agency and must comply with all applicable Federal, State and Local laws, codes and/or regulations, including, but not limited to DOE/DHCD material and installation standards.

#### ARTICLE VI

Contractor's proposal/quote whether written or verbal, accepted as presented or negotiated further between the Contractor and the Agency will, once mutually agreed upon, remain in effect for a period of **TWO (2) years** unless both parties mutually agree to do otherwise.

#### ARTICLE VII

**Contractor's indirect or direct solicitation of additional work from individuals who live in/or own the house and/or apartments being serviced pursuant to this Agreement is prohibited.**

#### ARTICLE VIII

Contractor shall keep the premises being serviced pursuant to this Agreement in good order and free from all refuse, equipment, tools, and materials of whatever nature at end of each work day except for improvements made pursuant to this contract leave said premises in its same condition prior to said work being performed by Contractor.

#### ARTICLE IX

The parties intent that an independent contractor-employer relationship will be created by this contract. Agency is interested only in the results to be achieved, and the conduct and control of the work will lie solely with Contractor. However, the work contemplated herein must meet the approval of Agency. Agency shall have the right of inspection to determine if said work has been completed satisfactorily. Contractor agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now or in the future become applicable to Contractor or Contractor's business, equipment, and personnel engaged in operations covered by this contract or accruing out of the performance of such operations. Contractor is not to be considered an agent or employee of Agency for any purpose, and the employees of Contractor are not entitled to any of the benefits that Agency provides for employees. It is understood that Agency does not agree to use Contractor exclusively. It is further understood that Contractor is free to contract for similar services to be performed for other employers while he is under contract with Agency.

#### ARTICLE X

Unless otherwise agreed, the Contractor will complete all work issued to him/her by the Agency within ten(10) business days of receipt of a work authorization from the Agency. Exception to the preceding being "Emergency Situations" declared by the Agency which will require Contractor response within twenty-four(24) hours within which time Temporary or Permanent repairs will be effected.

#### ARTICLE XI

Contractor shall indemnify Agency against all liability or loss, and against all claims or actions based upon or arising out of damage or injury (including death) to persons or property caused by or sustained in connection with the performance of the contract or by conditions created thereby, or based upon any violation of any statute, ordinance, building code or regulation and the defense of any claims or actions.

Contractor shall also indemnify Agency against all liability and loss in connection with, and shall assume full responsibility for, payment of all federal, state, and local taxes or contributions imposed or required under employment insurance, social security, and income tax laws, with respect to Contractor's employees engaged in performance of this contract.

#### ARTICLE XII

Contractor agrees that the political solicitation of any individual who lives in or owns the house or apartments being serviced, constitutes a breach of this contract.

#### ARTICLE XIII

Contractor must provide the Agency with copies all required Permits, Permit Applications, Certificates of Completion, etc. as may be required by law or by regulation as they pertain to any work authorizations issued by the Agency to the Contractor.

#### ARTICLE XIV

Contractor is further subject to, without limitation, the applicable provisions set forth in 2 CFR 200.318. The provisions which generally will be applicable are:

1. Administrative, contractual, or legal remedies for contractor breach.
2. Termination for cause and for convenience.
3. Compliance with the Copeland "anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).
4. Compliance with sections 103 and 107 of the Contract Work Hours and Safety standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5); (Contracts in excess of \$2,500 for contracts involving the employment of mechanics or laborers).
5. Notice of DOE and DHCD requirements and regulations pertaining to reporting.
6. Notice of DOE requirements and regulations pertaining to patent rights (with respect to a discovery or invention which arises or is developed in the course of or under the contract).
7. DOE requirements and regulations pertaining to copyrights and rights in data.
8. Access by DOE, the U.S. Comptroller General, DHCD, and the Subgrantee, or any of their duly authorized representatives, to books, papers, and records.
9. Retention of all required records for three (3) years after the Subgrantee makes final payments and, in any event, until all pending matters (e.g., audit or litigation) are closed.
10. Mandatory standards and policies relating to energy efficiency which are contained in the

state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

11. A clause prohibiting discrimination with respect to program recipients or contractor employees on the basis of race, color, religion, sex, age, national origin, ancestry, handicap, or any other basis prohibited by law.
12. A Clause requiring the contractor to include the clauses required by this section (1 through 12) in any subcontract for which such clauses would required if the subcontracts were a contract with the Agency.
13. Any additional clauses which may be prescribed in writing, from time to time, by the Grantee.
14. I acknowledge receipt of information related to the requirements of DOE/NREL Standard Work Specifications and the MA WAP Field Guide as print copies and was offered a .pdf file. I agree that all work and installations completed in the DOE WAP will be consistent with the requirements of the SWS and Field Guide and other related technical guidance issued by the State WAP Grantee and that I will communicate these requirements to all staff working in the WAP.

ARTICLE XV

Unless the Contractor chooses to identify selected Cities and Towns within the Agency's service area, as listed below, the Agency will assume the Contractor proposal is for all Cities and Towns in Agency's service area. Contractors who wish to restrict proposals to selected Cities and Towns are required to indicate which Cities and Towns they wish to work in by placing an "X" on the line provided next to the name of the City or Town.

<input type="checkbox"/> Fall River	<input type="checkbox"/> Taunton	<input type="checkbox"/> New Bedford
<input type="checkbox"/> Freetown	<input type="checkbox"/> Berkley	<input type="checkbox"/> Acushnet
<input type="checkbox"/> Somerset	<input type="checkbox"/> Dighton	<input type="checkbox"/> Fairhaven
<input type="checkbox"/> Swansea	<input type="checkbox"/> Lakeville	<input type="checkbox"/> Dartmouth
<input type="checkbox"/> Westport	<input type="checkbox"/> Rehoboth	<input type="checkbox"/> Marion
	<input type="checkbox"/> Seekonk	<input type="checkbox"/> Mattapoisett
		<input type="checkbox"/> Rochester



**Certificate Regarding Debarment, Suspension, and Other Responsibility Matters**

1. The prospective primary participant 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, voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a 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 statute 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 of any of the offenses 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.
  
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.

Organization Name

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Name and Title of Authorized Representative

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Signature

Date

**In addition to Bid Sheet and Insurance Documents:**

Signed Debarment Letter

EPA RRP Lead Safe Certificates for Workers

MA Lead Safe Certified Firm Certificate

Construction Supervisor License

Home Improvement Contractor License

OSHA 10 for crew

OSHA 30 for Crew Chief

Demonstrate proficiency to DHCD and Agency.

Completed W-9 form

Electrician License (electricians only)

.....and any other requirements that may be needed at the time of submission.