

CONTRACT

CONTRACT PERIOD: July 1, 2014 – June 30, 2015

For

Low-Income Weatherization Assistance Program (LIWAP) Sub-Awards
Including All Other Weatherization and Rehabilitation Monies

This contract is made by and between **South Central Missouri Community Action Agency (SCMCAA)**, the sub grantee and _____, the contractor.

WHEREAS, Contractor agrees to the following Specific/Contractual Requirements & Technical Specifications:

PART I: SPECIFIC REQUIREMENTS

The Contractor shall maintain Comprehensive General Liability Insurance at a minimum of \$300,000 Combined Single Limit for Bodily Injury and Property Damage, per occurrence and aggregate. There shall be no deductible clause on any policy of the insurance provided. This Comprehensive General Liability coverage must include: premises and operations, broad form property damage, products/completed operation, contractual insurance, independent contractors, and personal injury. The Contractor shall maintain Workmen's Compensation Coverage. Certification of coverage must be provided to the Agency prior to the commencement of any work under this contract. Certification shall include documentation that the coverage shall remain in force during the duration of this contract.

The Contractor shall indemnify and hold harmless the Client, Agency and State, including employees and officers, from any and all actions claims, losses and liabilities which may be made against the Agency or State as a result, directly or indirectly, of the performance of this contract. The Agency shall assist the Contractor as may reasonably be necessary. Insurance coverage as specified herein shall be provided in support of these indemnification requirements but shall not release the Contractor from these responsibilities.

The Contractor shall comply with the National Fuel Gas Code for all work and materials performed on gas systems and, where applicable, all local/city codes, regulations and standards. The final inspection report of the Agency shall not be deemed to be a warranty or representation that all such regulations and standards have been complied with by the contractor.

The Contractor shall notify the Agency of any unsafe or dangerous conditions concerning the heating system being serviced. The existence of these conditions or problems may have been undetectable or overlooked by the Agency auditor.

The Contractor shall furnish items and services at the prices quoted herein, in accordance with the specifications and the terms and conditions listed on each work order, this document, and mutually approved amendments. The Contractor guarantees the stated prices through June 30, 2015.

The Contractor agrees to notify the Agency in writing immediately of changes in his availability or ability to successfully complete the work specified herein. The Contractor shall be held fully accountable for all work prior to notification of the Agency.

The following services shall be completed by the Contractor:

1. Complete all work designated on the work order, in accordance with the Technical Specifications (see attached) and other applicable sections of this document;
2. Provide the service within 30 days from the date of issuance of the work order by the Agency;
3. Complete the Work Order by marking all applicable areas, and sign and date it. Request final inspection of work by returning the completed work order and invoice within 5 calendar days of the completion of the work. This notification shall identify
(1) the client, (2) client's address, (3) job number, (4) all work which was performed, (5) all work which was identified by the Agency but not performed and reasons why it was not, (6) labor costs and (7) material costs.
4. Prior to receiving final work approval by the Agency provide re-work service, when needed, within 10 days (5 day(s) in extremely cold weather) from the date of issuance of the rework order by the Agency at no additional cost.
5. Keep the work areas as clean and safe as possible with minimal disturbance to the client, and broom clean all work areas upon completion of the work.
6. Request a change order for the job when the work cannot be performed as indicated, when the client refuses the work, or the service called for does not match the actual job site.

The Contractor warrants that all materials installed in performance of this contract shall be free of defect in materials and workmanship for a period of 12 months from date of installation (in order to cover one complete heating season). Should any material prove defective within 12 months, the Contractor agrees to replace the defective materials with new, non-defective materials at no cost to the Agency or the client within working 10 days of notification (within 5 day(s) in extremely cold weather).

The Agency reserves the right to accept and reject any RFQ and to disqualify any Respondent.

The Agency reserves the right to terminate the RFQ process without recourse by the Respondent and to re-submit RFQs as necessary prior to the final contractual award.

The RFQ may be invalidated by the Agency and/or the State of Missouri Division of Energy.

In the event of a sole source response, the Agency reserves the right to negotiate prices with the Respondent.

PART II: CONTRACTUAL REQUIREMENTS

The contractor assures compliance with Executive Order 11246 "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented by Department of Labor regulations (41 CFR, Part 60).

The Contractor assures compliance with Copeland "Anti-Kickback" Act (18 USC 87) and 29 CFR, Part 3.

No interest shall be paid from any funds for any reason.

The contract shall be construed according to the laws of the State of Missouri.

No official or employee of the Agency, or official or employee of the Contractor or its governing body, or any public official of the State of Missouri who exercises any function or responsibilities in the review or approval of the undertaking or in the fulfillment of the obligations of the terms and conditions of contract shall, prior to the completion of the term of contract, voluntarily acquire any personal interest, direct or indirect, in the contract, proposed contractor or contract subject.

The Contractor covenants that he has no interest and shall not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of the specified services. The Contractor further covenants that in the performance of this contract, no person having any such known interest shall be employed.

The Contractor agrees that the Agency and/or clients of the Agency shall not be liable for the debts of the Contractor or any other firm or organization affiliated with the Contractor in the fulfillment of the terms of this contract. All price or item modifications must have prior approval by the Agency. This contract shall be amended only in writing. The amendment shall become binding when signed and dated by both parties.

It is the Contractor's responsibility to fulfill all obligations under this contract. The Contractor shall subcontract for labor and or materials only with the advanced expressed written consent of the Agency and Missouri Dept. of Economic Development/Division of Energy (DED/DE). Approval to subcontract shall in no way release the Contractor of his/her responsibility to fulfill his/her obligations under this contract.

The Contractor shall not assign any interest in the contract and shall not transfer any interest, whatsoever in the same (whether by assignment or novation/substitution), without the written consent of the Agency.

The activities of the Contractor's staff and associates shall be fully coordinated with the activities of the Agency. As the work of the Contractor's staff and associates progresses, advice on matters of immediate concern to the Agency and related to the specific scope of work covered by the contract, shall be made available to the Agency during the period of the contract.

The Contractor acknowledges that funds expended for the purpose of the contract are appropriated by State and/or Federal sources and, therefore, the contract shall automatically terminate without penalty or termination costs if such funds are not appropriated. In the event that funds are not appropriated for the contract, the Contractor shall not prohibit or otherwise limit the Agency's right to pursue and contract for alternate solutions and remedies as deemed necessary by the State and/or Federal Agency for the conduct of its affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the life of the contract.

The State of Missouri Division of Energy Weatherization Program is not a party to this RFQ or contract and shall be held harmless in any dispute arising from this RFQ or contract.

The Contractor agrees that all work shall be performed in strict compliance with all applicable laws, ordinances, OSHA guidelines, rules and regulations of Federal, State, County or Municipal governments or agencies, now in force or that may be enacted hereafter. The final inspection report of the Agency shall not be deemed to be a warranty or representation that all such laws, ordinances, rules and regulations have been complied with by the Contractor.

All furnace repairs and/or replacements must have a one (1) year warranty on all materials and labor.

In the event that the Contractor fails to perform satisfactorily this contract shall be terminated.

Under no circumstances will any lien ever be placed on any client home.

The Contractor shall retain records relating to this contract for three years after final payment is made under the contract. If an audit, litigation, or other action involving the records is started before the end of the three-year period, the records, must be retained until all issues arising out of the action are resolve, or until the end of the three-year period, whichever is later. The Department of Energy, Comptroller General of the United States, the Missouri Division of Energy and the Agency or any of their authorized representatives shall have access to contractor records:

1. A copy of a current business permit or occupational license (where applicable).
2. Certification that the respondent is registered and maintains good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as my be required by law or regulations.
3. Certificates of general liability insurance.
4. Certificates of Workmen's Compensation insurance.
5. Certificates of Vehicle Insurance.
6. Proof of OSHA training its employees & supervisors have received or planned training for the upcoming 12 months.
7. Proof of EPA Certified Firm Certification.
8. Proof that contractor is not on the state or federal debarment lists.
9. MO State Form #1413
10. Proof of Certified Renovator and Lead Safe Work (LSW) training documentation, if any LSW is to be performed.
11. The Respondent must meet one of the following criteria:
 - a. The Respondent has successfu1ly completed a contract with the Agency in the past; OR
 - b. The Respondent has submitted name(s) of other purchasers with whom they have provided service and performed satisfactorily; OR
 - c. The Respondent has posted a Performance Bond. (The performance bond may be in the form of any type of monetary guaranteed surety such as a bond, Cashier's Check or Treasurer's Check.)

Executive Director Date
SCMCAA

Owner Date

Federal ID #:

PART III: TECHNICAL SPECIFICATIONS

All work must be performed to manufacturer's design specifications, industry standards and accepted practices.

Materials must meet or exceed the specifications cited or subsequent approved standards which supersede these specifications.

Thermostat Control System

Line Voltage or Low Voltage Room Thermostats: NEMA DC 3-2003 (or the latest version)

Thermostat setting numbers must be legible. Thermostat must have thermometer.

(Thermometer is not mandatory to mobile home units: Mercury-bulb type thermostat is not applicable to mobile home units.)

Hydronic Boiler Control: Commercially available.

Water Heater Modifications

Install Vent Damper, Gas Fueled: Conformance to ANSI Z21.67, including Addenda A and B 1985, and NFPA 54-2012 (or the latest version).

Boiler Repair and Modifications/Efficiency Improvements

Readjust Boiler Water Temperature or Install Automatic Boiler Temperature Reset Control: Conformance to ANSI/ASME CSD-I-2006, and NFPA 31-2011 (or the latest version).

Install/Replace Thermostatic Radiator Valves: Commercially available. One-pipe steam systems require steam air vents on each radiator, see manufacturer's requirements.

Clean Heat Exchanger, Adjust Burner Air Shutter(s). Check Operation of Pump(s) per manufacturer's requirements.

Install Boiler Duty Cycle Control System: Commercially available.

National Electrical Code and local electrical codes provisions for wiring.

Replace constant burning pilot with electronic ignition device and electrically operated damper on gas-fueled boilers: Conformance to ANSI Z21.71-1993 and ANSI Z21.71a-2005 (or the latest version).

Replace Combustion Chamber in Oil Boiler: Conformance to NFPA 31-2011 (or the latest version).

Heating System Repairs and Tune-ups/Efficiency Improvements

Duct Insulation: Conform to ASTM C1290 - 06e1 Standard Specification for Flexible Fibrous Glass Blanket Insulation Used to Externally Insulate HVAC Ducts and with attention paid to manufacturers' recommendations (or the latest version).

Clean Heat Exchanger and Adjust Burner: Adjust air shutter and check CO2 and stack temperature; clean or replace air filter on forced air furnace. Conform to ANSI Z223.1-2012 (NFPA 54-2012), National Fuel Gas Code (or the latest version).

Install Vent Dampers (gas fueled systems: Conform to applicable sections of ANSI Z223.1 (NFPA 54-2012), including Appendices H, I, J and K. Thermally Activated Vent Dampers: ANSI A21.68-1985 and Appendices A and B (or the latest version).

Reduction of Vent Connector Size of Gas Fueled Appliances: Conform to ANSI Z223. 1- 2012 (NFPA 54-2012) Part 9 and Appendices G and H (or the latest version).

Readjust fan switch on forced air gas or oil fueled furnaces: Conform to applicable sections and Appendix H of (NFPA 54-2012) for Gas Furnaces and NFPA 31-2011 for Oil furnaces (or the latest version).

Replace Air Diffusers, Intakes. Registers and Grilles: Commercially available.

Install/Replace: Warm Air Heating Metal Ducts: Commercially available.

Install combustion air in accordance with NFPA 54-2012 (or the latest version).

Repair/Replace Oil-Fired Equipment: Conformance to NFPA 31-2011 (or the latest version).

Replace Combustion Chamber in Oil-Fired Furnace: Conform to NFPA 31-2011 (or the latest version).

Check Smoke Number on Oil-Fueled Equipment.

Replacement of Oil Nozzle and Filter: Per manufacturer's instructions.

Adjust Barometric Draft Regulator for Fuel Oil: NFPA 31-2011 and per manufacturers' (furnace or burner) instructions (or the latest version).