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INVITATION FOR BIDS (EXHAUST FANS)

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Return Bids To: South Central MO  
Community Action Agency  
P.O. Box 6 (8055 Old Alton Road)  
Winona, Missouri 65588

I.F.B. SCMCAA

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Date: June 1, 2020

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Weatherization Director: Gary Nichols  
Telephone: (573) 325-4255

Pre-Bid Conference 10:00AM, June 17, 2020  
**Via Teleconference**  
Phone number to be released upon request

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Received From:

Sealed Bids must be received in the  
office of SCMCAA no later than 1:00PM  
on June 25, 2020.  
Bid Opening will be held at 2:00 PM  
on June 25, 2020.  
**Via Teleconference**  
Phone number to be released upon request

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CONTRACT PERIOD:

July 1, 2020 through June 30, 2021

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FOR

TOTAL	TOTAL	TOTAL
HOMES	LABOR	AMOUNT

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Butler, Carter, Dent, Reynolds,  
Ripley, Shannon and Wayne Counties  
(BID IS FOR ALL COUNTIES)

30	_____	+	_____	=	_____
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**BID MUST BE SIGNED TO BE VALID**

The Bidder hereby agrees to furnish items and/or services, at the prices quoted, pursuant to all requirements and specifications contained in this document, upon either the receipt of an authorized Purchase/Work Order from the Agency or when this document is countersigned by the Agency as a binding Contract. The bidder further agrees that the language of this document shall govern in the event of a conflict with His or Her bid.

Company Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
AUTHORIZED SIGNATURE: \_\_\_\_\_  
Title: \_\_\_\_\_  
Phone No. \_\_\_\_\_ Fed ID or SS NO. \_\_\_\_\_

Check One:  
Sole Proprietor ( )  
Partnership ( )  
Corporation ( )  
Other ( )  
Explain \_\_\_\_\_

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**\*\*\*PLEASE NOTE ALL ITEMS ARE BID IN SINGLE QUANTITY\*\*\* (1) ONE**

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NOTICE OF AWARD (Agency use only)      CONTRACT NO.

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Executive Director

Energy Director

Date

SOUTH CENTRAL MISSOURI COMMUNITY ACTION AGENCY

Old Alton Road  
P.O. Box 6  
Winona, Missouri 65588  
(573) 325-4255

June 1, 2020

Dear Bidder:

The South Central Missouri Community Action Agency (SCMCAA) is a non-profit, Community Action Agency. We provide weatherization services for low-income clients in a seven county service area in south central Missouri. We are seeking "Sealed Bids" from contractors who have the capability to furnish and install exhaust fan ventilation and duct equivalent to or exceeding Panasonic 80 cfm Whispergreen. Contractors are required to follow the National Standard Work Specifications (SWS) developed for DOE. These specifications are located at <https://sws.nrel.gov/>.

We are requesting bids on an estimated projected production of 48 homes within a twelve month period (4 homes per month). These homes are distributed throughout our seven county service area. We will accept the lowest/best bid.

We have been given approval by the Missouri Department of Natural Resources/Division of Energy (DNR/DE) to award bids to: Primary, Secondary and Tertiary bidders (if available). Homes that are unable to be completed by the Primary bidder may be awarded to the Secondary and Tertiary bidders respectfully.

Prospective bidders are hereby invited to furnish and install exhaust fans specified in this Invitation for Bid, as per the specifications and requirements outlined in this Invitation for Bid. All information contained in this package, including the cover letter and parts I-VI, is considered to be a part of the Invitation for Bid.

SCMCAA follows the NEAT (National Energy Audit Tool) and MHEA (Manufactured Home Energy Audit), a computerized audit system developed by Oak Ridge National Laboratory and implemented by the Missouri Department of Natural Resources - Division of Energy (DNR-DE). This audit system requires a site-specific approach on each home and treats the dwelling as a whole system with many interactive parts. All fans installed must meet the ASHRAE 62.2 standards.

All weatherization work and final inspections will be performed with the blower door in place and performing a daily Combustion Appliance Zone (CAZ) test to ensure client safety.

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The winning bidder must meet ALL of the following **Contractor Requirements**:

- Signed/countersigned Contract – agreeing to all terms of program requirements
- Three (3) references indicating prior experience in home weatherization or similar construction
- Comprehensive General Liability Insurance at a minimum of \$300,000 Combined Single Limit for Bodily Injury and Property Damage, per occurrence and aggregate
- Worker’s Compensation Insurance (as required by law)
- Vehicle Insurance on all vehicles used for weatherization purposes
- Current Business License and /or Occupational License(s) as required by local statutes
- Verification that the contractor is registered with and maintains a good standing with the MO Secretary of State (see website at: <https://bsd.sos.mo.gov/BusinessEntity/BESearch.aspx?SearchType=0>)
- Evidence that the contractor is not on the state or federal debarment lists (see websites at: <http://oa.mo.gov/facilities/project-management/debarred-contractors>; <https://www.sam.gov/portal/SAM/#1>)
- Evidence of OSHA-10 Certification
- Proof of EPA Certified Firm Certification and Certified Renovator and Lead Safe Work (LSW) training documentation, if any LSW is to be performed.

This program is funded through grants administered by the Missouri Department Natural Resource - Division of Energy (DNR-DE).

All bids are open for public review. A pre-bid conference will be held from 10:00 a.m.- June 17, 2020 in the Administrative Building Conference Room – 8055 Old Alton Road, Winona, MO. Sealed bids must be received no later than 1:00 p.m. June 25, 2020 at P.O. Box 6 (8055 Old Alton Road), Winona, MO 65588. Bids will be opened at 2:00 p.m. June 25, 2020 at the same location. Copies of the final bid may be obtained at the cost of \$.25 per page.

The Missouri Department of Natural Resources - Division of Energy (DNR-DE) reserves the right to invalidate any or all bids. The South Central Missouri Community Action Agency (SCMCAA) reserves the right to reject any or all bids (i.e. unrealistically low or high bid prices, etc.).

Thank you for your interest in bidding. If you have any questions, please call us at (573) 325-4255 or e-mail us at: [scmcaa@hotmail.com](mailto:scmcaa@hotmail.com)

Sincerely,

Gary Nichols

Weatherization Director  
SCMCAA

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Company Name | Authorized Signature

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Company Name | Authorized Signature

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Part I: EVALUATION RATING FOR  
BID AWARD

Contractor/Bidder \_\_\_\_\_

Bid Opened by \_\_\_\_\_ Date \_\_\_\_\_

- |   | YES | NO  |
|---|-----|-----|
| 1. Bidder has met deadline for written bid.   | ( ) | ( ) |
| 2. Original bid was submitted in a sealed envelope with "SEALED BID" written on outside.                                    | ( ) | ( ) |
| 3. Bidder has completed all Bid Forms Line Items in ink or typewritten.   | ( ) | ( ) |
| 4. Bid meets stated material specification standards.   | ( ) | ( ) |
| 5. Bidder has agreed to 45 days payment terms.  | ( ) | ( ) |
| 6. Bidder has guaranteed delivery of services/materials within 30 days of receipt of work/purchase order.                   | ( ) | ( ) |
| 7. Bidder has submitted all information necessary for data evaluation.  | ( ) | ( ) |
| 8. Bidder has signed the bid in indelible ink.  | ( ) | ( ) |
| 9. Bidder has responded to all questions and information requested, and completed all portions of the bid package.          | ( ) | ( ) |
| 10. Capability of bidder to perform: (mark ONLY one)  |     |     |
| a. Bidder has successfully completed a contract with SCMCAA in the past.  | ( ) | ( ) |
| OR  |     |     |
| b. Bidder has submitted the name(s) of other purchasers with whom they have provided services and performed satisfactorily. | ( ) | ( ) |
| OR  |     |     |
| c. Bidder has posted a performance bond.  | ( ) | ( ) |
| 11. Bidder has the capacity to fulfill all terms and obligations in the bid.  | ( ) | ( ) |

12. Bidder has submitted a photo copy in a sealed ( ) ( ) envelope with "SEALED BID PHOTO-COPY written on the outside.

\*Answers to all of the above questions must be "Yes" or bidder will be disqualified.(Bidder will have five (5) working days from the date of the bid opening to answer all questions "Yes").

TOTAL BID PRICE: \_\_\_\_\_

Name of Contractor \_\_\_\_\_

Reviewer \_\_\_\_\_ Date \_\_\_\_\_

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Company Name	Authorized Signature	
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After compliance with items 1-12 (above) has been determined, prices will be compared and the winner declared. Bidders will have five (5) working days to protest the selection. If no written protest is received by SCMCAA with the five (5) days, the selection will be considered final and the award made. The award may be made even if a protest is submitted within the time specified if the Agency believes the protest is without merit. Prior to bid award winning bidder must provide:

- Signed/countersigned Contract – agreeing to all terms of program requirements
- Three (3) references indicating prior experience in home weatherization or similar construction
- Comprehensive General Liability Insurance at a minimum of \$300,000 Combined Single Limit for Bodily Injury and Property Damage, per occurrence and aggregate
- Worker’s Compensation Insurance (as required by law)
- Vehicle Insurance on all vehicles used for weatherization purposes
- Current Business License and /or Occupational License(s) as required by local statutes
- Verification that the contractor is registered with and maintains a good standing with the MO Secretary of State (see website at: <https://bsd.sos.mo.gov/BusinessEntity/BESearch.aspx?SearchType=0>)
- Evidence that the contractor is not on the state or federal debarment lists (see websites at: <http://oa.mo.gov/facilities/project-management/debarred-contractors>; <https://www.sam.gov/portal/SAM/#1>)
- Evidence of OSHA-10 Certification
- Proof of EPA Certified Firm Certification and Certified Renovator and Lead Safe Work (LSW) training documentation, if any LSW is to be performed.

A bidder who wishes to receive copies of the bids and/or evaluation documents will be charged \$.25 per page for copies, payable in advance to cover costs. The actual bids will be available for public inspection in the SCMCAA Administrative Building during normal working hours of the Agency. Please make an appointment if you wish to inspect bid documents.



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Company Name | Authorized Signature

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Part II BID FORM INSTRUCTIONS:

Please consult Parts III & IV for a complete understanding of the requirements for each item before figuring your bid prices.

Material Cost + Labor:

Enter your material charge per single unit of material under Unit Cost and your labor charge per unit under Labor. All bids are to be made on a total cost basis and rounded to the nearest whole cent.

Estimated Quantity:

**The estimated quantity of all items is ONE.** Cost should be based on installation of each line item.

Total Cost:

The Unit cost will be added and multiplied by the Estimated Quantity to establish the Total Cost for that line item. The Total Cost for all line items will be added together to obtain the comparative bid price. All line items must be completed in order for the bid to be valid.

**All bids must be based on a firm fixed price.**

**ALL BIDS MUST BE TYPED OR HAND WRITTEN IN INDELIBLE INK.**

Bids must be submitted in a sealed envelope with "SEALED BID" clearly marked on the outside. It is required that a photo copy of bid be submitted marked "PHOTO COPY" in a separate sealed envelope.

Bidders signature on each page indicates acceptance of and willingness to comply with all specifications and requirements stated herein. Upon countersignature by South Central Missouri Community Action

Agency, this document will become a binding contract.

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Company Name | Authorized Signature

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The Missouri Department of Natural Resources/Division of Energy (DNR/DE), Weatherization Program is not a party to this Bid or Contract and shall be held harmless in any dispute arising from this Bid or Contract.

If the winning Contractor fulfills all terms of the contract with no bad or conflicting reports may, if it chooses, extend the contract up to two (2) additional years. All renewals will be based on successful completion of the previous term of the contract contingent on the Agency’s approval. All renewals will be mutually agreeable by both parties. All renewals must be in writing, signed and dated by both parties. A renewal percentage will be negotiated per material line item with the winning Contractor’s provided documentation.

Additionally, should the winning Contractor’s contracted be renewed be advised that new Standard Work Specifications will be required as follows:

*“All work performed with funding administered by the Department of Natural Resources/Division of Energy (DNR/DE) Weatherization Assistance Program must meet the objectives and specifications outlined in the Standard Work Specifications for Home Energy Upgrades and the Missouri Weatherization Program Technical Manual. These specifications can be found at: <https://sws.nrel.gov/> and at: [http://energy.mo.gov/energy/consumers/assistance-programs/low-incomeweatherization-assistance-program-\(liwap\)](http://energy.mo.gov/energy/consumers/assistance-programs/low-incomeweatherization-assistance-program-(liwap)). All work will be inspected and validated by a certified Quality Control Inspector before being submitted for reimbursement.”*

COMPANY NAME		AUTHORIZED SIGNATURE
IFB NO.		INVITATION FOR BID
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*Instruction to respondent:*  
*Every line item must be bid and every line totaled, materials and labor must be separated.*

**Ventilation Exhaust Fans** - Must conform to ASHRAE 62.2 Specifications and Federal and/or Safety Standards. (Part III). Bid should include the purchase and installation of product including (but not limited to) exhaust fan, rigid duct (venting to the outside) and whatever materials are required to have a safe, effective, operating system. All prices must include rigid vents to exterior of home and have an R-value of 8 or greater. **All fans must be equivalent to or exceed the Panasonic 80 cfm Whispergreen. It can have the built-in adjustment or separate switch controller. Adjustment of fan speed or minutes per day must be available with fans to adjust cfm.**

Fan Type	Material + Labor	Estimated Total x ONE = UNIT COST
1. 80 cfm – Fan Only	(       +       )	) x 1 = _____
2. 80 cfm – Fan/Light Combo	(       +       )	) x 1 = _____
3. 110 cfm – Fan Only	(       +       )	) x 1 = _____
4. 110 cfm – Fan/Light Combo	(       +       )	) x 1 = _____
5. 150 cfm – Fan Only	(       +       )	) x 1 = _____
6. 150 cfm – Fan/Light Combo	(       +       )	) x 1 = _____

**GRAND TOTAL**                      \$ \_\_\_\_\_

**\*\*\*(All Prices should be Firm & Fixed and should be the grand total of all unit costs)**

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Company Name | Authorized Signature

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PART III TECHNICAL STANDARDS FOR WEATHERIZATION MATERIALS  
Model 1 (Site Built Homes) & Model 2 (Manufactured Homes)

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 CO<sub>2</sub> 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).

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Part IV. WEATHERIZATION WORK STANDARDS

Model 1 (Site Built Homes)

- Repairs: Primary Door and Window replacement, Lumber and Plywood, etc.
- Health and Safety: Water Heater and Clothes Dryer Venting, etc.
- Miscellaneous: Vapor Barrier, Pipe Wrap, Duct Wrap, Water Heater Jackets, Sash Locks, Outlet/Switch Plate Insulators and Covers, Skirting, Gable and Roof Vents, Ventilation, etc.
- Walls: Sidewall Insulation
- Windows: Storm Windows
- Attics: Attic Insulation to achieve R-38
- Foundation Spaces: Insulate Floors and Foundations, etc.

Model 2 (Manufactured Homes):

*(however, with the use of a blower door these may change)*

- Priority # 1: Major air leakage reduction; furnace clean and tune and general repairs, weatherstripping, caulking, vapor barrier and align duct work, etc.
- Priority # 2: Exposed underbelly; repair or replace floor insulation and sheathing.
- Priority # 3: Heating system replacement, primary window replacement and interior storm windows.
- Priority # 4: Ceiling insulation
- Priority # 5: Wall insulation

Repairs: Replacement primary doors and incidental repairs necessary to preserve ECM's.

Bidders must provide material, labor and total pricing for each line item on the bid form. The cumulative total price for all estimated line items will be used for price comparison purposes.

All bids are to be made on a total cost basis and rounded to the nearest whole cent. No fraction of a cent bid will be evaluated. It will be the winning bidders responsibility to submit billing upon completion of job.

For specific Missouri Department of Natural Resources Work Standards go to: <https://sws.nrel.gov/>

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Part V. CONTRACTUAL REQUIREMENTS

Part I: General Information (Note: Some requirements may not apply depending on type of work)

A. Quoted prices must be based on COMPLETE service, including labor, parts and materials. Approximately 30 residential houses and mobile homes will be serviced before July 1, 2021 in the counties of Butler, Carter, Dent, Reynolds, Ripley, Shannon & Wayne.

B. The Agency will perform diagnostic tests on the furnace and prepare a work order indicating the work to be performed. Winning Contractors shall clean, inspect and tune the combustion area, flue and air handling systems for increased efficiency and provide general repairs as indicated by the Agency auditor on the work order. (See Attachments A, B, & C). If the Agency auditor notices any components or functions which are questionable, they will be noted on the work order. If additional work is needed, but not specified on the work order, the Contractor must receive Agency approval before proceeding. No additional work will be paid for without prior authorization from the Agency.

C. Contractors shall have 30 days from date of work order issuance in which to complete each job. Should, upon final inspection, the Agency find improperly completed work, the Contractor must correct the deficiencies within 5 working days ( 10 working day(s) during severely cold weather). Credit for completed work shall be provided when all scheduled work (including rework) for the individual job has passed final inspection by the Agency. Payment for completed work shall be provided on a monthly basis. Contractors are responsible for returning completed work orders to the Agency and notifying the Agency when jobs are completed.

D. The Request For Quotation (RFQ) must be fully completed in order to receive consideration.

E. 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 and to re-submit RFQs as necessary prior to final contractual award.

- F. The Agency shall evaluate each quotation and award contracts in the following manner:
1. The LOWEST PRICED respondent per award area shall be notified of initial review.
  2. The Respondent shall then have FIVE WORKING DAYS to meet one of the following

criteria:

- a. The Respondent has successfully 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.) The bond amount will be 100% of the contract amount.
3. The Respondent shall then have FIVE WORKING DAYS to submit to the Agency, the necessary liability insurance documentation and proof of OSHA training. (Should the Respondent wish, this documentation may be submitted with the written RFQ.)
  4. Upon submission of the required documentation as indicated above, the Agency shall enter into a contract with the winning Contractor. When this document is countersigned by the Agency, this document becomes a contract.
  5. Should the Respondent fail to submit the required liability insurance documentation, the Respondent shall be disqualified.
  6. In the event that this is a TELEPHONE QUOTATION, the Respondent shall have FIVE WORKING DAYS from notification to submit the necessary liability insurance documentation AND to sign the RFQ which was filled out by the Agency during the telephone solicitation.
- G. The Missouri Weatherization Program is primarily funded by federal funds. Part II:
- Instructions to Respondents: *NOTE: It is very important to follow these instructions carefully.*
- H. The Respondent must complete all costs and sign all three pricing pages in handwritten or typewritten indelible ink for each county in which the Respondent is interested.
- I. This RFQ must be submitted in a clearly marked, sealed envelope.
- J. Modifications to this quotation by the Respondent are not allowed.
- K. All prices must be stated as firm fixed prices. Discounts are not allowed.
- L. Provide Unit Material Cost and Unit Labor Cost in the appropriate columns on the Pricing Pages. The sum of the Unit Material Cost and Unit Labor Cost should be multiplied by ONE (1) to obtain the Total for each Item.
- M. A pre-bid conference will be held: from 10:00 a.m. – June 17, 2020 **Via Teleconference**  
Phone number to be released upon request
- N. Sealed bids must be received no later than 1:00 p.m. June 25, 2020 at P.O. Box 6 (8055 Old Alton Road), Winona, MO 65588. Bids will be opened at 2:00 p.m. June 25, 2020 at the same location. All prospective Respondents are urged to attend **Via Teleconference** phone number to



be released upon request

O. The winning Respondents shall have 5 working days from the date of final award announcement to submit to the Agency the following:

- Signed/countersigned Contract – agreeing to all terms of program requirements
- Three (3) references indicating prior experience in home weatherization or similar construction
- Comprehensive General Liability Insurance at a minimum of \$300,000 Combined Single Limit for Bodily Injury and Property Damage, per occurrence and aggregate
- Worker’s Compensation Insurance (as required by law)
- Vehicle Insurance on all vehicles used for weatherization purposes
- Current Business License and /or Occupational License(s) as required by local statutes
- Verification that the contractor is registered with and maintains a good standing with the MO Secretary of State (see website at: <https://bsd.sos.mo.gov/BusinessEntity/BESearch.aspx?SearchType=0>)
- Evidence that the contractor is not on the state or federal debarment lists (see websites at: <http://oa.mo.gov/facilities/project-management/debarred-contractors>; <https://www.sam.gov/portal/SAM/#1>)
- Evidence of OSHA-10 Certification
- Proof of EPA Certified Firm Certification and Certified Renovator and Lead Safe Work (LSW) training documentation, if any LSW is to be performed.

P. 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.

Q. 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.

R. 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.

S. 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.

T. 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, 2019.

U. 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.

V. The following services shall be completed by the Contractor:

1. Complete all work designated on the work order, in accordance with the Technical Specifications 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 5 days (10 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.

W. 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 5 days of notification (within 10 day(s) in extremely cold weather).

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

Y. 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.

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

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

BB. 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).

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

DD. No interest shall be paid from DNR-DE funds for any reason.

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

FF. 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 functions 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.

GG. 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.

HH. 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.

II. 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.

JJ. 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 State of Missouri Department of Natural Resources’s Division of Energy. Approval to subcontract shall in no way release the Contractor of his/her responsibility to fulfill his/her obligations under this contract.

KK. 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.

LL. 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.

MM. 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.

NN. The State of Missouri Department of Natural Resources's 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.

OO. 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.

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

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

RR. 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 resolved, or until the end of the three-year period, whichever is later. The Department of Energy, Comptroller General of the United States, the State of Missouri Department of Natural Resources Division of Energy and the Agency or any of their authorized representatives shall have access to contractor records.

SS. Quoted prices must be based on COMPLETE installation of necessary components. All work must be performed to International Residential Code (2006) standards.

TT. The Contractor shall:

1. Obtain and install new material needed to complete the designated furnace/space heater replacement, in compliance with the Technical Specifications section.
2. Complete this service within 30 days from the date of issuance of the work order by the Agency.
3. Request final inspection of work by returning the completed work order and invoice

within 30 calendar days of completion of the work; should, upon final inspection, the Agency find improperly completed work, the Contractor must correct the deficiencies within 5 working days ( 10 day(s) during severely cold weather) from the date of issuance of the rework order.

4. Keep the work area as clean and safe as possible with minimum disturbance to the client, and sweep the area upon completion of the work (includes removal of all debris, parts and unit unless otherwise specified by the Agency).

5. Inform the Agency when the work cannot be performed as indicated, when the homeowner refuses the work, or the service called for does not match the actual job site.

UU. Credit for completed work shall be provided when all work (including rework) for the job has passed final inspection by the Agency. Payment for completed work, passing Agency inspection, shall be provided within 45 days.

VV. Only the work specified by the Agency shall be performed by the Contractor. If additional work is needed, the Contractor must receive Agency approval before proceeding. No additional work will be paid for without prior authorization by the Agency.

WW. A contract to perform the services specified in this Request For Quotation shall be awarded to the lowest-priced responsible Respondent capable of performing the work satisfactorily.

XX. The Missouri Weatherization Program is funded primarily by federal funds.

YY. The Respondent fill out the material, labor and total columns on page 1 and sign page 1 of this RFQ.

ZZ. If submitted as a written quotation, this RFQ must be submitted in a clearly marked, sealed envelope.

AAA. The RFQ must be completed in handwritten or typewritten indelible ink.

BBB. All signatures and prices must be clear and legible.

CCC. Modifications to this RFQ by the Respondent are not allowed.

DDD. All prices must be stated as firm fixed prices. Discounts are not allowed.

EEE. A pre-bid conference will be held: from 10:00 a.m. June 17, 2020 in the Administrative Building Conference Room – 8055 Old Alton Road, Winona, MO.

FFF. The deadline for RFQ submission is: no later than 1:00 p.m. June 25, 2020 at P.O. Box 6 (8055 Old Alton Road), Winona, MO 65588. Bids will be opened at 2:00 p.m. June 25, 2020 at the same location. All prospective Respondents are urged to attend.

GGG. The winning Respondents shall have 5 working days from the date of final award announcement to submit to the Agency:

- Signed/countersigned Contract – agreeing to all terms of program requirements
- Three (3) references indicating prior experience in home weatherization or similar construction
- Comprehensive General Liability Insurance at a minimum of \$300,000 Combined Single Limit for Bodily Injury and Property Damage, per occurrence and aggregate
- Worker’s Compensation Insurance (as required by law)
- Vehicle Insurance on all vehicles used for weatherization purposes
- Current Business License and /or Occupational License(s) as required by local statutes
- Verification that the contractor is registered with and maintains a good standing with the MO Secretary of State (see website at: <https://bsd.sos.mo.gov/BusinessEntity/BESearch.aspx?SearchType=0>)
- Evidence that the contractor is not on the state or federal debarment lists (see websites at: <http://oa.mo.gov/facilities/project-management/debarred-contractors>; <https://www.sam.gov/portal/SAM/#1>)
- Evidence of OSHA-10 Certification
- Proof of EPA Certified Firm Certification and Certified Renovator and Lead Safe Work (LSW) training documentation, if any LSW is to be performed.

The Agency reserves the right to accept or reject any or all RFQs and to disqualify any Respondent.

HHH. 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.

III. 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.

JJJ. The Contractor hereby releases the Agency and recipient of services from all actions, claims and expenses related to the work performed pursuant to this contract.

KKK. The Contractor shall comply with RSMo. 34.350 et.al. (Missouri Products Preference), RSMo. 643 (Clean Air Statutes) and RSMo. 701.102-701.127 (Codes and Standards: Asbestos Removal).

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

MMM. 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.

NNN. 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.

OOO. 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.

PPP. The Contractor warrants that all materials and components installed in performance of this contract shall be free of defect in materials and workmanship for the same time provided by the manufacturer. Should any material prove defective within this time period, the Contractor agrees to replace the defective materials/components with new, non-defective materials at no cost to the Agency or the client within working 5 days of notification (within 10 day(s) in extremely cold weather). Warranty documents and all pertinent information shall be given to the client by the contractor upon completion of the installation.

QQQ. The RFQ may be invalidated by the Agency and/or the State of Missouri, Department of Natural Resources' Division of Energy.

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

SSS. The Agency reserves the right to accept & reject any RFQ and to disqualify any respondent.

TTT. The Agency reserves the right to terminate the RFQ process without recourse by the Respondent and to resubmit RFQ's, as necessary, prior to award.

UUU. 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).

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

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

XXX. 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 & 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.

YYY. 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.

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

AAAA. 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 functions 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.

BBBB. 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.

CCCC. 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.

DDDD. This contract shall be amended only in writing, The amendment shall become binding when signed and dated by both parties.

EEEE. 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 DNR/DE. Approval to subcontract shall in no way release the Contractor of his/her responsibility to fulfill his/her obligations under this contract.

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

GGGG. 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 the Contractor.



HHHH. In the event that the Contractor fails to perform satisfactory work in compliance with the terms of this contract, after receiving written notification/warning from the Agency, this contract shall be terminated. Termination shall result from:

1. Conviction of a criminal offense.
2. Unjustifiable failure to perform the terms of this contract, provided that failure to perform was not a result of acts beyond the control of the Contractor.
3. Failure to perform satisfactorily, which results in 3 rework orders. (Rework, in this situation, is defined as unacceptable service due entirely to the performance of the Contractor).
4. Failure to complete work and submit completed work order/invoice within the specified time period.
5. Five (5) or more valid client complaints (validity determined by the Agency).
6. Failure to perform work to meet the National Fuel Gas Code (NFPA 54) or the National Oil Code (NFPA 31), manufacturers' specifications and, where applicable, local and city codes.
7. Failure to maintain required insurance coverage.

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

JJJJ. 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 DOE, Comptroller General of the U.S. the MO DNR-DE & SCMCAA or any of their authorized representatives shall have access to contractor records.

KKKK. Termination of this contract shall result in the Contractor being disbarred from doing further business with the Agency and bidding on future contracts for a period of two years.

Company Name		Authorized Signature
IFB NO.		INVITATION FOR BID
		June 1, 2020

Part VI. GENERAL REQUIREMENTS

In addition to any conditions specified in Part V., this Contract is subject to all of the conditions listed below. Waiver of any of these conditions must be upon the express written approval of an authorized representative of the South Central Missouri Community Action Agency and such waiver shall be made part of this Contract.

1. Termination of Contract:

If, through any cause, the Contractor shall fail in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, or if the grant from DNR-DE under which this Contract is made is terminated by DNR-DE or if the Agency herein is the delegate Agency of a DOE grantee, and the contract by which such delegation is made is terminated, the Agency shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof. If the Contractor is unable or unwilling to comply with such additional conditions as may be lawfully imposed by DNR-DE on the grant or contract under which the Agency is performing the program to which these professional services are being rendered, the Contractor shall have the right to terminate the Contract by giving written notice to the Agency, signifying the effective date thereof. In the event of termination, all property and finished or unfinished documents, data, studies and reports purchased or prepared by the Contractor under this Contract shall, at the option of the Agency, become its property and the Contractor shall be entitled to compensation for any unreimbursed expenses necessarily incurred in satisfactory performance of the Contract. Notwithstanding the above, the Contractor shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of the Contract by the Contractor, and the Agency may withhold any reimbursement to the Contractor for the purpose of off-set until such

time as the exact amount of damages due the Agency from the Contractor is agreed upon or otherwise determined.

## 2. Changes:

The Agency may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder.

Such changes, including any increase or decrease in amount of the Contractor's compensation, which are mutually agreed upon by and between the Agency and the Contractor, must be incorporated in written amendments to this Contract.

## 3. Covenant Against Contingent Fees:

The Contractor warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Contract

Upon an agreement or understanding for a commission, percentage, broker age, or contingent fee. For breach or violation of this warrant, the Agency shall have the right to annul this Contract without liability or, in it's direction, to deduct from the compensation, or otherwise recover, the full amount of such commissions, percentage, brokerage, or contingent fee.

## 4. Discrimination in Employment Prohibited:

The Contractor will not discriminate against any employee employed in the performance of this contract, or against any applicant for employment in the performance of this contract because of race, creed, color, sex, age, handicap or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, sex, age, handicap or national origin. This requirement shall apply to, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment of recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In the event that the Contractor signs any contracts which would be covered by Executive Order 10925 (March 6, 1961) or Executive Order 11114 (June 22, 1963), the Contractor shall include the equal employment opportunity clause specified in Section 301 of Executive Order 10925, as amended.

## 5. Discrimination Prohibited:

No person in the United States shall, on the grounds of race, creed, color, age, sex, handicap or national origin, be excluded in participation in, be denied the proceeds of, or be subject to discrimination in the performance of the Contract. This Contractor will comply with regulations promulgated by the Director of DOE, with the approval of the President, pursuant to the Civil Rights Act of 1964 (45 C.F.R. Part 1010).

6. Political Activity Prohibited:

None of the funds, materials, property or services contributed by the Agency or the Contractor under this Contract shall be used in the performance of this Contract for any partisan political activity or to further the election or defeat of any candidate for public office.

7. Compliance with Applicable Laws:

The Contractor agrees that all work shall be performed in strict compliance with all applicable laws, ordinances, rules and regulations of federal, state, county, 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.

8. Reports and Inspections:

The Contractor shall make financial, program progress, and other reports as requested by the Agency or DNR-DE representatives at the request of either.

9. The Contractor shall comply with the terms and intent of Title VI of the Civil Rights Act of 1964, 42 U.S.C. Sec. 200 (e), et. seg., with the regulations promulgated pursuant to such act by the Secretary of Interior and contained in 43 CFR 17.

10. 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 this contract.

11. 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), without the written consent of the Agency thereof.

12. This Contract shall be construed according to the laws of the State of Missouri.
13. No official or employee of the Agency and no official or employee of the Contractor or its governing body and no other public official of the State of Missouri who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the project shall, prior to the completion of this project, voluntarily acquire any personal interest, direct or indirect, in this Contract or proposed contract or contract subject.
14. The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Contract that no person having any such known interest be employed.
15. No interest may be paid from DOE funds for any reason.
16. The Contractor shall agree that funds expended for the purpose of 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 for the Contract. 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 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.
17. The Contractor agrees to perform weatherization work and have final inspection by agency personnel during established Weatherization working hours, Monday through Friday. Under unusual circumstances, Contractor may request to work on weekends. In such an event, prior approval must be obtained for the SCMCAA Energy Department.
18. Contractor agrees to inspection of work by DNR-DE monitors in order to establish inspection standards set by state and federal regulations. Contractor also agrees to correct any deficiencies on client's homes deemed sub-standard during DNR monitor periodic inspection visits.
19. In the event SCMCAA determines the winning Contractor is unable to complete all work necessary with the time frame of this Contract, the surplus jobs will be awarded to the next lowest bidder or completed by Agency crews. Winning contractor will pay the difference between winning bid prices and the next lowest bid prices. Winning Contractor will de-

fray any costs incurred by SCMCAA in the process of securing the assistance of the next lowest bidder, including losses incurred by the Agency due to lost production. All bid prices will remain valid for the term of the Contract.

20. The Contractor agrees that the Agency and/or client 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.
21. This Bid may be invalidated by the Agency and/or State of Missouri, Department of Natural Resources, Division of Energy.
22. The Contractor doesn't and will not have conflict of interest with SCMCAA or the State of Missouri nor employ anyone who does.

**The Agency and the Contractor do mutually agree as follows:**

1. The Contractor shall, in a satisfactory and proper manner as determined by the Agency, perform the following:
  - A1. The Contractor shall install materials meeting or exceeding the requirements in the "Material Specification/Description Sheet." Items not listed shall be of like quality to those specified. The Contractor shall install these materials in a neat and professional manner as specified in Part IV, Work Standards.
  - A2. All materials used must be approved by the Agency prior to their use.
  - A3. All materials must be new, preference will be shown for recycled building insulation materials.
  - A4. No trash shall be left behind, and respect shall be given to the homeowner's rights.
  - A5. Any material, other than unusable material, removed from the house must be reinstalled on the house at no cost to the client or Agency unless replaced with equal or better quality material by order of the Agency. Any material that is removed from the house and not reinstalled shall be left with the client. Any new materials listed on the job order which are not installed at the clients request will be removed from the premises and the cost of that material and its installation will be subtracted from the total job cost.

B. Failure to comply with any provision of any part of this contract may, at Agency discretion, cause loss of contract for Contractor.

C. Contractor shall be responsible for meeting all Federal, State and local regulations and laws applicable to installation of materials, or associated with this project or projects, the Contractor must also comply with OSHA regulations.

2. The Agency shall furnish the following services, data, and information to the Contractor:

The Agency shall furnish a monthly list of homes approved for work with address and directions to said homes. Included with each home will be the estimated work to be done. The Contractor has the right to accept or re-measure all job orders. The Agency will not be liable for mismeasurements.

3. Completion of Work:

All homes must be completed by the end of the contract period. Contractors will be required to complete monthly blocks of homes. Contractors may exceed the monthly production quota at the discretion of the Agency. The Contractor assures, promises, and guarantees that all jobs will be completed, to the satisfaction of the Agency, within the terms of the contract. The Contractor shall be responsible for all arrangements necessary to complete work on said homes. Arrangements include notifying clients in advance, specifying the day work is to be performed.

4. Repair Damages:

Any and all damages to a home during the weatherization process shall be repaired within five (5) days of the damage occurring and at no expense to the Agency or homeowner. The Contractor further agrees and assures that the Agency shall be "Held Harmless" for any and all acts or damage caused by the activities of the Contractors.

Incidents of property damage as a result of Contractor's methods of operation and/or negligence on 10% or more of monthly completions of contracted homes will result in disqualification of the Contractor for future bids and termination of the contraction at the discretion of the Agency.

5. Disputes on Quality and Quantity of Work:

All work shall be done to the satisfaction of the Agency. No trash shall be left on the premises and the work shall be done in a neat manner and shall show the workmanship expected of a professional contractor. The work shall fulfill all requirements of the contract to be acceptable.

In the event of a dispute over quality or quantity of work, payment shall be withheld on the Contractor's work on the home where the disputed work occurred. The Contractor may appeal to the Agency's Executive Director for a final determination of the Agency's position regarding the work and acceptable corrections to be made.

Disputes over quality and quantity of work on 10% or more of monthly completion of contracted homes will result in disqualification of contractor from future bids and termination of the contract at the discretion of the Agency.

#### 6. Client Relations:

The Contractor shall in no manner contract or solicit monies or services from the clients served under this program while performing services for the Agency or as a result of performing services for the Agency. The Contractor will not represent his company as directly affiliated with the Agency other than as a hired contractor independent from the Agency. The Contractor may not in any way allow employees of the company to engage in activities or make statements that would be, or might become uncomplimentary to the Agency or infringe upon the rights of the homeowners.

#### 7. Method of Payment:

It is expressly understood and agreed that in no event will the total amount to be paid by the Agency to the Contractor per home under this agreement exceed the bid for said home for full and complete performance, unless authorized in writing by both parties.

The Contractor shall present for payment, on a monthly basis all bills for homes completed during the month in which the bills were accrued. All completed jobs to be reimbursed must be completed no later than the 20th day of the month. Statements must be presented for payment no later than the 25th day of the reporting month. For inspection purposes only, completed jobs must be reported on a weekly basis. All completed jobs will be inspected. Completed jobs failing inspection and completed jobs not inspected by the last working day of the reporting month, will be inspected and reimbursed the following month. Jobs should not be submitted for payment until after they have passed inspection. Upon verification by the Agency as to the accuracy of said bills, the Contractor shall receive



compensation for the aforementioned bills at a rate not to exceed the bid for said home unless authorized in writing by both parties. Statements will be paid within fifteen (45) days of receipt of statement.

8. Compliance with Approved Program:

All activities authorized by this agreement will be performed in accordance with the approved work program, the approved budgets, and the grant conditions, all relevant DOE, DNR-DE, and other directives.

9. Lien Waivers:

The Contractor does hereby waive and release any and all liens and claims or rights to liens, on said above-described weatherization work under the Statutes of the State of Missouri relating to Mechanic's Liens, on account of materials and labor hereto furnished by the undersigned for said buildings and real estate. Under NO circumstances will any lien ever be placed on any client home.

10. Insurance Coverage:

The Contractor agrees to provide Commercial General Liability Insurance including Complete Operation, Bodily Injury, and Property Damage of no less than \$300,000 combination single limit and to furnish certificates of such coverage prior to contract award.

11. The Contractor agrees to furnish, prior to contract signature, literature and/or documentation of test lab approval that materials (\*) on the Material Specification/Description sheets (Part III) meet or exceed listed specifications or subsequent AAMA/ASTM or ANSI specifications which supercedes those specifications, also certification of percentage of recycled building insulation materials.

12. Contractor Will Guarantee Workmanship and Materials for One (1) year.

13. Assurances:

All Contractors must provide assurance of compliance with:

A. Executive Order 11246 (entitled Equal Employment Opportunity) as amended by Executive Order 11375 and supplemented by Department of Labor regulations (41CFR, Part 60.)

B. Copeland "Anti-Kickback" Act (18 USC 87) and 29 CFR, Part 3.

C. Good faith contact for Minority & Women owned business

14. None of the work or services specified in this contract shall be subcontracted by the Contractor without the prior written consent of the Agency. Approval to subcontract shall in no way release the Contractor of his responsibility to fulfill all terms and obligations under this contract.
15. In the event that the contract is not completed by dates indicated in the contract, liquidated damages against the total uncompleted jobs (houses) may be charged at the rate of 1% per day until work is completed and passes the inspection of the Energy Director or Agency Auditor/Inspectors.
16. Contractor will be allowed 21 days from time job is awarded to apply special order materials (aluminum windows, storm windows, wood sashes and metal doors). Award date is recorded on Client File Summary Form as date ECM's started.
17. If, at any time, Contractor is concerned about clients intention or ability to remain at that address until ECM's are complete, the Contractor should at that time contact SCMCAA's Energy Director who will make a determination as to a course of action.
18. Any material not included in Bid will not be purchased. In some instances, an amendment may be written to include materials used on a regular basis. Materials not included on Work Order will be purchased by SCMCAA with prior approval only in the form of a signed and dated Change Order.
19. Change Orders must be signed by authorized SCMCAA personnel and authorized Contractor representative.

Company Name		Authorized Signature
IFB NO.		INVITATION FOR BID   June 1, 2020

Part VII. BID EVALUATION CRITERIA & TABULATION

Responsive Bids will be evaluated based on the following:

- **Meets All Contractor Requirements** *(see letter)* **20 Points**
- **Meets All 12 Evaluation Rating Requirements for Bid Award** **20 Points**
- **Cost** **60 Points**

**TOTAL POINTS                    100 Points**

Company Name		Authorized Signature
IFB NO.		INVITATION FOR BID
		June 1, 2020

**BID TABULATION SHEET**

**A. Contractor Requirements (20 Points)**

2 Points Possible Per Requirement:

- Signed/countersigned Contract – agreeing to all terms of program requirements
- Three (3) references indicating prior experience in home weatherization or similar construction
- Comprehensive General Liability Insurance at a minimum of \$300,000 Combined Single Limit for Bodily Injury and Property Damage, per occurrence and aggregate
- Worker’s Compensation Insurance (as required by law)
- Vehicle Insurance on all vehicles used for weatherization purposes
- Current Business License and /or Occupational License(s) as required by local statutes
- Verification that the contractor is registered with and maintains a good standing with the MO Secretary of State (see website at: <https://bsd.sos.mo.gov/BusinessEntity/BEsearch.aspx?SearchType=0>)
- Evidence that the contractor is not on the state or federal debarment lists (see websites at: <http://oa.mo.gov/facilities/project-management/debarred-contractors>; <https://www.sam.gov/portal/SAM/#1>)
- Evidence of OSHA-10 Certification
- Proof of EPA Certified Firm Certification and Certified Renovator and Lead Safe Work (LSW) training documentation, if any LSW is to be performed.

\_\_\_ **TOTAL POINTS RECEIVED FOR SECTION A**

**B. Evaluation Rating Requirements for Bid Award (20 Points)**

ALL 12 Requirements must be checked YES to receive any points:

\_\_\_ ALL 12 Evaluation Rating Requirements for Bid Award are checked YES

\_\_\_ **TOTAL POINTS RECEIVED FOR SECTION B**

**C. Cost (60 Points)**

- \_\_\_ Lowest Bidder (60 Points)
- \_\_\_ Second Lowest Bidder (45 Points)
- \_\_\_ Third Lowest Bidder (30 Points)

**TOTAL POINTS RECEIVED FOR SECTION C**

**GRAND TOTAL POINTS:**            **BIDDER RANK:**