



DUE DATE: April 6, 2023

**COMMUNITY ACTION CORPORATION OF SOUTH TEXAS
REQUEST FOR PROPOSAL (RFP)**

WEATHERIZATION ASSISTANCE PROGRAM
204 E. First St. Alice, TX 78332
(361) 664-0145

Request for Proposal Release Date..... Wednesday, February 22,
2023, 10:00 A.M

Written Clarifications & Additional Information
Requests due
by.....Tuesday, March 7,
2023, 5:00 P.M.

Pre-Bid Conference.....Monday,
March 13, 2023, 2:00 P.M.

Clarification Responses posted on
CACOST website no later than..... Friday, March 24,
2023, 5:00P.M.

Proposal Due Date..... Thursday,
April 6, 2023, 2:00 P.M.

**COMMUNITY ACTION CORPORATION OF SOUTH TEXAS
WEATHERIZATION PROGRAM HVAC
REQUEST FOR PROPOSAL (RFP)**

I. GENERAL INFORMATION - PROGRAM DESCRIPTION

- A. The Community Action Corporation of South Texas (CACOST) is issuing a Request for Proposals from qualified contractor(s) to provide Heating Ventilation and Air Conditioning services for the Weatherization Assistance Program (“WAP”). CACOST is currently administering contracts in each of the 13 counties in South Texas including: Jim Wells, Cameron, Willacy, Brooks, San Patricio, Duval, Kleberg, Kenedy, Webb, Hidalgo, Jim Hogg, Starr and Zapata Counties. The Weatherization Assistance Program (WAP) is a free service to low-income, eligible clients. The program is operated under the rules, regulations, and requirements promulgated by the Texas Department of Housing and Community Affairs and the Department of Energy (10 C.F.R. 440). Work performed and measures installed must meet all TDHCA standards and be in full compliance with applicable program guidelines. The (WAP) measures to be installed include the installation of Heating, and Air Conditioning (HVAC) in single family and multifamily residences.
- B. The number of units will be based on current funding available and the number of units will increase or decrease depending on the approved measures and funding.
- C. The services pursuant to this solicitation are designed to reduce energy costs for low-income households.
- D. It is CACOST policy to encourage participation of small and historically underutilized businesses (HUBs), as defined in Government Code, Chapter 2161, as contractors to CACOST.
“Historically underutilized business (HUB): means an entity with its principal place of Business in this state that is:

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- a corporation formed for the purpose of making a profit in which 51 percent or more of all classes of the shares of stock or other equitable securities are owned by one or more economically disadvantaged persons who have a proportionate interest and actively participate in the corporation's control, operation, and management;
 - a sole proprietorship created for the purpose of making a profit that is completely owned, operated, and controlled by an economically disadvantaged person;
 - a partnership formed for the purpose of making a profit in which 51 percent or more of the assets and interest in the partnership are owned by one or more economically disadvantaged persons who have a proportionate interest and actively participate in the partnership's control, operation, and management;
 - a joint venture in which each entity in the venture is a historically underutilized business, as determined under Government Code Chapter 2161; or
 - a supplier contract between a historically underutilized business as determined under Government Code, Chapter 2161 and a prime contractor under which the historically underutilized business is directly involved in the manufacture or distribution of the goods or otherwise warehouses and ships the goods.
- E. It is the goal of CACOST to include HUBs in at least 10 percent (10%) of the total value of contracts awarded annually.
- F. It is the policy of CACOST not to discriminate on the basis of race, color, creed, gender, religion, marital status, age, national origin or ancestry, physical or mental disability, medical condition, sexual orientation, political affiliation or belief or any other consideration made unlawful by applicable federal, state and local laws. Contractor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to hiring, tenure, terms, conditions, and privileges of employment, or a matter directly or indirectly related to employment because of age or race, color, creed, gender, religion, metal status, age, national origin, or ancestry, physical or mental disability, medical condition, sexual orientation, political affiliation or belief. Contractor further agrees that every subcontractor entered into the performance of the Agreement shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subtractor. Breach of the covenant may be regarded as a material breach of the Agreement.

- G. **Certification with regard to lobbying-** No federal appropriated funds will be paid to any person for influencing or attempting to influence an officer or employee of Congress or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant or loan, entering into of any cooperative agreement or the extension, continuation, renewal, amendment and modification of any federal contract, grant, loan, or cooperative agreement.
- H. **Equal Employment Opportunity-** The Equal Employment Opportunity Clause required under Executive Order 11246, the affirmative action commitment for disabled veterans, recently separated veterans, other protected veterans, and Armed Forces Services Medal Veterans, the affirmative action clause for handicapped workers and the related regulations of the Secretary of Labor, 41 CFR Chapter 60, are incorporated by reference in the contract. By accepting the contract, vendor certifies that it complies with the authorities cited above, and that it does not maintain segregated facilities or permit it's employees to perform services at locations where segregated facilities are maintained, as required by 41 CFR 60.
- I. **Prohibited Substances in the Workplace-** the contractor is considered a representative of Cacost while carrying out the duties of a contract Cacost has a policy that prohibits the possession and or use of alcohol or illegal drugs when conducting Cacost business if the contractor is observed engaging in this type of behavior while performing any aspect of the contract termination of the contract will occur.
- J. The contractor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this bid.
- K. Contractors certify as a condition of award that they have not engaged in collusion with other vendors or anyone else in relation to the preparation and/or submittal of their bid for this project.

II. SCOPE OF WORK:

- A) Contractors will be required and must be prepared to perform services on residential homes and/or apartments based on work orders issued by CACOST staff. Prices quoted shall include materials, labor to install materials, disposing of replaced material/appliances, permit(s), packaging, handling, shipping and delivery charges and installation fully by the contractor.
- B) Each WAP home will be assessed using the NEAT audit and or an established Priority List to determine which Measures will be installed. The Blower Door and Duct Blaster equipment must be used to run an initial assessment on each home in order to have accurate information for the NEAT audit. After HVAC work is completed, the contractor will be required to perform the Duct Blaster and Blower Door test to preserve the integrity of the home's thermal envelope, to reduce energy consumption and to ensure the residents' health and safety.
- C) All WAP HVAC installations must be completed by a licensed HVAC professional.
- D) A Manual J, Manual S and AHRI Certificate will be required to be submitted to CACOST, for each HVAC complete system replacement.
- E) HVAC Services will include the following:
- replacement of HVAC systems, including central systems and ducts; furnaces, space heaters, (a/c, heat pumps, etc.), and venting, etc.
 - replacement of Split -System Air conditioners
- F) The materials used must comply with Federal specifications noted in Appendix A of 10 CFR 440. All measures must be installed pursuant to and in compliance with the federal Weatherization Assistance Program regulations, policies and procedures, as well as with applicable state, local and

CACOST requirements. Appliances must be Energy Star certified.

- G) The contractor will be held responsible for securing all necessary permits and applicable fees, hiring all necessary work crews, including licensed HVAC personnel, electricians and plumbers. The contractor will be held responsible for any additional costs incurred in order to secure all permits.
- H) Contractors must be prepared to adhere to OSHA requirements, as well as to EPA Lead Safety Practices when performing work on older housing stock. Contractors must also be prepared to adhere to the Davis-Bacon Act Requirements if applicable, including preparation and submission of weekly wage reports, payment of prevailing wages for workers, unannounced monitoring of records, work site audits, work crew interviews, etc. Random monitoring of contractor's work will be conducted by various agencies from the U.S. Government and the State of Texas. CACOST WAP Inspectors will inspect all completed work prior to invoicing.
- I) Contractors will be required to thoroughly review the client's home prior to commencing with any installation of CACOST-prescribed measures; contractors will also be required to inspect the home once all measures have been installed completely and satisfactorily prior to submitting a Statement of Completion (SOP). Any deficiency in the contractor's work, work product, appliances, etc., work quality or performance, client satisfaction, or compliance will be subject to strict fines and will require immediate resolution by the contractor (including additional work) at no additional cost to CACOST or the client.
- J) The contractor will be required to provide a one-year warranty on all materials installed, including labor. Consequently, any work deficiency or appliance malfunction, etc., will require the contractor to return to the client's home and promptly resolve and make the work right at no additional cost to CACOST or the client.

III. PERIOD COVERED

- A) CACOST reserves the right to reject any and all Request for Proposal submittals and or to cancel this solicitation at any time prior to contract award. Should a contract be awarded pursuant to the procurement, the initial contract period will be from the date the contract documents are signed for

a period of one (1) year. The contract may be renewed annually for three (3) years contingent upon the contractor's (and his/her subcontractors') performance, program compliance, continued program funding, and CACOST approval.

IV. BID PRICE:

- A) CACOST reserves the right to establish the rate schedule based on previous procurement and surrounding area pricing for measures installed complete to include labor and materials. Such rate schedule shall be introduced to the qualified contractor(s) selected. Upon acceptance and contracting, established rates shall be maintained for the initial contact period described above, unless federal and/or state requirements, such as Davis –Bacon, call for modification in pricing. By submitting a response to this RFQ, respondents are accepting these terms. If initial qualified contractor(s), after reviewing the established rates, cannot comply, the next qualified contractor(s) will be selected until a contract is executed.
- B) All materials must meet the Department of Energy (DOE) material specifications, current ASHRAE Standards, HBI/NAHB Plumbing Standards, NFS, ASTM, IAPMO Standards and National Electrical Code and all federal, state and local material specifications. Weatherization material proposals must comply with the minimum standards set forth in the Texas Department of Housing and Community Affairs Materials and Installation Standards Manual (I.S.M.), 2013.

V. RESPONSE TO THE RFP

- A) Responses to the Request for Proposal, should be submitted in an envelope, clearly marked on the outside" **CACOST HVAC RFP**", and addressed to Doug Hairgrove, Director of Operations and Energy Programs, CACOST, 204 E. First St. Alice, TX 78332.
- B) Submittals should include One (1) original and Four (4) copies of the Proposal Package and are due no later than April 6, 2023, 2:00 P.M.

- C) Request for Proposals will be accepted only from parties that:
- 1) Provide documentation (attach documentation at end of your proposal) of being free of all obligations and interests that might conflict with the best interests of CACOST.(this also applies to subcontractors);
 - 2) Provide documentation (attach documentation at end of your proposal) regarding the firm's (and subcontractor's) ability to meet the financial and personnel capacities (refer to "SCHEDULE 6: Financial Capacity" in this RFP) to provide quality weatherization services on a timely basis and in strict compliance to program requirements; and,
- D) Proposals should be sent through the mail or hand delivered. Telefax and/or email submittals will not be accepted. Contractors should take into account mailing/delivery time to ensure submittals are received on time. If forwarded by priority mail (next-day, Federal Express, etc.), the envelope must be addressed as specified. CACOST accepts no responsibility for late or misdirected mail.
- E) Contractors are encouraged to hand deliver their submittals. Contractors are reminded to give themselves ample time to respond by the stated day and time. Proposal packages, which are incomplete, lack required documentation, or are illegible will be considered **non-responsive** and will be rejected. Submittals must include all referenced attachments and required documents. Submittals received after April 6, 2023, 2:00 P.M. will not be accepted and will be returned unopened, to the respondent.
- F) Specifications may be obtained online and at the CACOST Weatherization Offices, at 65 N. Wright St., Alice, TX 78332 after 10:00 A.M., Feb 22, 2023 .
- G) Contractors who require additional information or clarification must submit requests in writing only, or by email at doug.hairgrove@cacost.org, no later than 5:00 P.M., Friday, July 22, 2022. **No verbal requests for clarification will be addressed. It is the responsibility of the contractor submitting a proposal to confirm that the request has been received.**

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- H) Responses to the requests for clarification will be posted at www.cacost.org no later than Friday March 24, 2023, 5 P.M. CDT. Deadline for receipt of submittals is Tuesday, March 7, 2023, 5:00 P.M.
- I) The submission of proposals shall be prima facie evidence that the contractor has full knowledge of the scope, nature, quantity and quality of work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed.
- J) The contractor shall furnish CACOST such additional information as CACOST may reasonably require.
- K) The term "As Specified" or "A/S" will not be accepted.
- L) This RFP is a firm offer that shall be irrevocable and open for acceptance for ninety (90) calendar days from the date set for submission of proposals.
- M) CACOST will not be liable for any costs incurred in preparing the RFP or associated travel costs. CACOST reserves the right to conduct pre-contract negotiations with any and/or all potential qualified contractors.
- N) CACOST will not be liable for any costs not included in the proposal and subsequent contracted-for costs.
- O) CACOST reserves the right to conduct interviews of any or all qualified contractors prior to selection. CACOST will not be liable for any costs incurred by the contractors in connection with such interview (i.e. travel, accommodations, etc.).
- P) CACOST reserves the right to reject any and all proposals, and the right, in its sole judgment and discretion, to waive minor technicalities and errors in the best interest of CACOST.
- Q) CACOST reserves the right to cancel an awarded contract within a thirty (30) day written notice if performance is unsatisfactory. No penalty and/or fee may be imposed if a contract is canceled or

not renewed.

- R) Submittals will remain on file in accordance with the Texas Open Records Act.
- S) Contractors must have a minimum of five (5) years, successful experience providing residential HVAC installation (experience subject to verification). Applicable experience must be documented on SCHEDULE "3", Experience of Firm/Company/Administrative.
- T) Contractors must have the personnel. Applicable experience must be documented on Schedule "4" Experience of Field Staff. the tools and equipment required for the program.
- U) Contractor must have the tools and equipment necessary to effectively perform and execute the installation of HVAC measures. Applicable information regarding these criteria shall be recorded in SCHEDULE "5", Tools and Equipment.
- V) Contractor must have financial and technical resources needed to effectively perform all required activities specified in the Scope of Project (found in Section II above). Applicable information regarding this criterion shall be recorded on SCHEDULE "6" Financial Capacity.
- W) Contractors must be able to comply with all applicable federal, state and local laws and regulations, including the Davis-Bacon Act Requirements if applicable, and Lead Safety Standards and Practices; must have and maintain minimum general liability requirements, pollution control, vehicle insurance; and must not be on a local, state or federal Consolidated List of Debarred, Suspended and Ineligible Contractors and Grantees. Required documentation is outlined in Attachment IV, Legal and Other Bidder Requirements.
- X) Contractors must have the financial capacity (operating cash flow) to allow for payment of up to ninety (90) days after the date of CACOST's final inspection and/or until CACOST is reimbursed by the funding source for payment of all services.

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- Y) Contract(s) will be awarded to the contractor(s) whose submittal conforms to the RFP, scoring and is most advantageous to CACOST. CACOST reserves the right to reject any/all submittals.
- Z) A written award of acceptance mailed or otherwise furnished to the qualified contractor(s) and a fully executed contract is required prior to commencement of any work under this RFP.
- AA) Proposals may be withdrawn prior to the deadline.
- BB) Proof of Insurance (\$1,000,000.00 minimum) must be presented before awarding any contracts.

VI. INFORMATION TO INCLUDE WITH THE SUBMITTAL

To achieve a uniform review process and obtain the maximum degree of comparability, Proposal submittal must be organized using the following section headings in the order presented. Contractors should be attentive to the instructions for each section and careful to ensure all information required for each section is provided.

A) **Title Page**

List the RFP subject, name of the firm, local address, telephone number, fax number, e-mail address, and name of contact person, job title, and date.

B) **Table of Contents**

Clearly identify the material by section and page number.

C) **Letter of Transmittal**

This is a “cover letter” that should be limited to no more than two pages.

1. Briefly state the Contractor's understanding of the service to be provided and make a positive commitment to perform the work in a professional and timely manner, etc.
2. Give the names of the persons who will be authorized to make representations for the Contractor, their titles, addresses, fax numbers, email addresses (if applicable), and telephone (cell) numbers.

D) **Profile of Contractor**

1. State whether your organization is national, regional, or local.
2. Indicate the number of people (by level) located within the local office that will be involved in the program, and include their email addresses (If, applicable), telephone numbers and cell phone number.
3. Describe the professional experience and certification(s) of each person involved in the program, including years and length of experience, type of experience, etc. Provide technician(s)' technical certifications (ASE or equivalent) required for employment with contractor. Include certifications of Lead Safe Practice, EPA Certification, OSHA 10 and 30 hour Certifications, etc.,.
4. Certify (attach certification at end of your proposal) that the firm and its listed subcontractors have not had any government funded weatherization contract(s) involuntarily terminated and/or suspended within the 5 years prior to the RFP closing date. If the firm or its subcontractors cannot provide the requested certification because of contracts involuntarily terminated and/or suspended, please provide a detailed explanation of the contract, date of termination/suspension, the funding agency, and the reason for the contract's termination/suspension, and any steps taken to prevent a repeat of the circumstances that led to said contract's termination/suspension.

E) **MATERIAL SPECIFICATIONS DOCUMENTATION**

1. Documentation related to the standards for the installation of materials pursuant to the federal Weatherization Assistance Program is included for contractors review (refer to all guides and Appendix A, etc.).

Important: All materials to be used must meet the U.S. Department of Energy (DOE) materials Specifications, (refer to 10 CFR 440, Appendix A), and must comply with the minimum standards set forth in the Texas Department of Housing & Community Affairs (TDHCA) Texas Weatherization Field Guide, the Texas Mechanical Systems Field Guide and the Lead-Safe Weatherization Minimum Standards. Upon contracting, submittals of the materials being used for approval will be required.

F) **CONTRACTOR'S RESOURCES AND PROFESSIONAL WORK EXPERIENCE**

1. Contractors should provide details as to the Contractor's professional work experience, plus copies of all licenses, certifications, and training certificates for all personnel – work crews, crew supervisors, administrators, owners, and subcontractors (HVAC, etc.). Include copies of certificates of liability insurance for the company, verification of criminal background checks, and bonding information.

G) **FINANCIAL AND TECHNICAL RESOURCES**

1. Contractors must provide a certified bank statement/bank letter signed by a senior bank officer, copies of audited tax reports from the previous tax year, and/or copies of certified, audited financial statements attesting to the firm's financial capacity, stability and viability. Contractors must demonstrate they have the financial resources/capacity to await payments from CACOST **for up to ninety (90) days following CACOST's receipt of contractors invoice and/or until CACOST has received the grant funds from the State.**

2. Contractors must list “existing” tools and equipment on hand, that will be used in the performance of the contract. Inventory of tools and equipment should include: digital gauged blower doors, duct blaster, combustion analyzers with printers, leak detectors.
3. A listing of proposed subcontractors must be included for approval by CACOST.
NOTE: PRIOR WRITTEN APPROVAL BY CACOST IS REQUIRED TO ADD SUBCONTRACTORS NOT INCLUDED IN THE SUBMITTAL. DOCUMENTATION REQUESTED OF CONTRACTOR AS INDICATED IN THIS RFP MAY ALSO BE REQUIRED OF ALL PROPOSED SUBCONTRACTORS. ALL SUBCONTRACTORS WILL BE SUBJECT TO THE STANDARDS, REQUIREMENTS, AND POLICIES AS REQUIRED FOR CONTRACTORS IN THIS RFP.

H) LEGAL AND OTHER SUBMITTAL REQUIREMENTS

1. Subscribers to the Texas Workers Compensation System must provide proof of coverage. Non-subscribers must provide documentation of worker protection substantially equivalent to Worker’s Compensation Insurance.
2. Contractors must complete and include the Debarment Certification form attesting that the firm/company and principals are not listed on any federal, state or local list of debarred, suspended and ineligible contractors and grantees.
3. A notarized affidavit attesting that your company complies with the Fair Labor Standards Act and that your company will comply with all equal employment, affirmative action and nondiscrimination regulations.
4. A notarized affidavit attesting that your company will comply with Davis-Bacon Act Requirement if required and that your company (and subcontractors) will comply with all prevailing wages and other requirements of the Act.

J) Copeland Anti-Kickback Affidavit

The Copeland Anti-Kickback Act prohibits contractors or subcontractors engaged in building

construction or repair from inducing an employee to give up any part of the compensation to which he or she is entitled under his or her employment contract and requires such contractors and subcontractors to submit weekly statements of compliance. Provide testament to your compliance with the provisions of the Act.

K) CONTRACT WORK HOURS AND SAFETY STANDARD ACT REQUIREMENTS AFFIDAVIT

The Contract Work Hours and Safety Standard Act applies to federal service contracts and federal and federally assisted construction contracts over \$100,000. It requires contractors and subcontractors on covered contracts to pay laborers employed in the performance of the contracts one and one-half times their basic rate of pay for all hours worked over 40 in a workweek. This Act also prohibits unsanitary, hazardous, or dangerous working conditions on federal and federally financed and assisted construction projects. Provide testament to your compliance with the provisions of the Act.

L) CERTIFICATION SHEET (Complete)

M) ACKNOWLEDGEMENT FORM (Complete)

N) CONFLICT OF INTEREST QUESTIONNAIRE

In addition to the Questionnaire, all Contractors are required to include a notarized affidavit attesting no affiliation with any of CACOST’s weatherization contractors and their subcontractors.

O) REQUEST TO BE ADDED TO CONTRACTORS LIST AND W-9 FORM

A W-9 must be requested and completed.

VII. EVALUATION OF PROPOSALS

Proposals will be evaluated using a predetermined point and ranking method to ascertain which Contractor would best meet the needs of CACOST. (Total possible points: 100)

EXPERIENCE:	POINT SYSTEM
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SCHEDULE 1: Record of Past Performance	14 points
SCHEDULE 2: References	14 points
SCHEDULE 3: Experience of Firm/Company/Administrative	14 points
SCHEDULE 4: Experience of Field Staff/Work Crews	14 points
SCHEDULE 5: Tools and Equipment	14 points
SCHEDULE 6: Financial Capacity	14 points
SCHEDULE 7: Pricing	16 points

A contract pursuant to this solicitation, if awarded, will be based on Contractor’s past performance, experience with the Davis-Bacon Act, financial capacity and technical resources, expertise, and compliance with all legal and other Contractor requirements. Upon completion of the procurement process it is anticipated that CACOST will award the contract no later than April 20, 2023. The initial contract period, if awarded, will be May 1, 2023 through April 30, 2023. The contract may be renewed annually for three (3) additional years contingent upon contractor’s performance, including program compliance, continued program funding, and approval by CACOST not to exceed four (4) years.

VIII. ADDITIONAL INFORMATION

- A. CACOST will not be liable for any cost incurred in the preparation of this RFP response.
- B. CACOST reserves the right, in its sole judgment and discretion, to reject any and/or all RFP responses, to make awards on the individual items, and to waive minor technicalities and errors in the best interest of CACOST.

IX. MINIMAL ESSENTIAL COVENANTS

- A. Contractor hereby affirmatively states that he/she has not participated in any act of collusion, favoritism, gratuity, or inside dealings with any member of the staff of CACOST or its Board of Directors.

- B. It is anticipated that the contract will be awarded to the most qualified contractor(s) whose submittal conforms to the Request for Proposal requirements, and is most advantageous to CACOST. Secondary contracts may be awarded to those contractors ranking in the order of the next highest to lowest as per the point system that are also in compliance with the Request For Proposal requirements and as per number of units to complete as per the funding availability.

- C. In addition, the following minimum **GENERAL PROVISIONS AND REQUIREMENTS TO THE AGREEMENT** will be binding upon any CACOST weatherization contractor selected pursuant to this solicitation. **This document will be incorporated and included with the complete General Provisions and Requirements to the Agreement, by reference, into any contract for HVAC services, which results from this procurement process.**
 - 1. Contractor agrees to provide HVAC services under this contract in the Counties of Brooks, Cameron, Hidalgo, Jim Wells, Kenedy, Kleberg, San Patricio, Duval, Webb, Willacy, Starr, Zapata and Jim Hogg. Contractor agrees to furnish all tools, equipment, material, labor, inventory, personnel and fully trained onsite supervision, necessary for the performance of this contract. The contractor's field staff or work crew must be proficient and trained. The contractor is required to conduct a blower door test and a duct blaster test when HVAC has been completed. The air exchange rate must satisfy the desired range as prescribed by the CACOST Inspector. The contractor must also conduct a carbon monoxide test on all combustion appliances installed. When CO levels exceed 35 ppm (parts per million) are detected, the contractor will disregard all air-sealing requirements and notify CACOST prior to initiating weatherization activities. Should knob-and-tube wiring be discovered during the pre-installation assessment, the contractor must immediately contact the CACOST Weatherization Inspector prior to the installation of any weatherization measures. Contractor is responsible for the purchase, rent and or lease of the equipment necessary to run the required testing.

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2. Contractor must provide each worker/employee involved in Weatherization of homes under this contract a minimum eight (8) hours of training, both classroom and hands-on work, in the Weatherization program as specified in the Weatherization Field Guides including Safety Practices.
3. Contractor is responsible for installation of all HVAC materials in a “workmanlike” and professional manner as directed by Agency policies and Weatherization Field Guides. CACOST will not be billed for materials transportation or delivery costs. Material must be new and in good condition. CACOST will not be charged for items, which are damaged prior to or during installation, incidentals, or for wasted or unused (excess/leftover) materials.
4. Weatherization Program- Contractor agrees to begin work for each housing unit on or before the third (3rd) day following the date set by the agency in the written Work Order provided by CACOST, and to complete the work within fourteen (14) Calendar Days. Upon completion, a dated Statement of Completion (SOC) shall be submitted to the agency stating that all work listed in the work order for the unit is 100% complete. The contractor (work crew supervisor) is responsible for advising CACOST of any recommended changes; however no change will be authorized or paid for by CACOST without CACOST’s prior written approval. Failure of the contractor to perform the work in accordance with the energy audit or instructions provided by the Weatherization Inspector will be grounds for termination of the weatherization contract. The contractor will submit SOC’s only for those units fully completed and ready for CACOST’s Final Inspection. Following passing the Final Inspection, the contractor will be contacted and directed to submit the invoice(s) to CACOST in a regular and timely manner for payment. The contractor must designate a financial/administrative point of contact for accounting purposes.
5. Upon completion of work for each unit, the Contractor agrees to properly dispose of all remaining debris. The contractor will take precautions necessary to protect all existing trees, shrubbery, plant, sidewalks, building, vehicles, etc., in the area where work is being done, as well as the building covered by the contract and its contents, and must rebuild, repair, restore and make good at his/her expense all injury and damage to same which may result from work being performed under this contract. The contractor must own an acceptable refrigerant recovery unit and must dispose of any recaptured refrigerant as required by local code and/or state law. CACOST will not be charged separately for

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contractor's participation in the use of the blower door or conduct of required blower door test, for carbon monoxide or indoor relative humidity (IRH) testing, for the costs of job-related transportation, for tools or equipment needed to perform work, for disposal of debris removed from the job site, for staff training or for fringe benefits.

6. Contractors must comply with Lead Safe Weatherization Practices. Contractor and staff must be certified as Lead Safe Weatherization Workers, Lead Safe Renovators, and Lead Safe Renovators/Inspectors. Contractors must have a Certified Renovator on every pre-1978 home. Contractor must be certified as a LEAD-SAFE FIRM.
7. Contractor and staff must be prepared to adhere to TDHCA requirements regarding OSHA. Contractor and staff may be required to be OSHA 10 and OSHA 30 Certified in Occupational Safety and Health and or be committed to be certified upon TDHCA requirement.
8. The weatherization work measures may include work requiring the professional expertise or skill of a licensed HVAC company, plumber or electrician. The contractor is responsible for ensuring that this be provided. If the contractor chooses to subcontract this type of work, prior written approval from CACOST is required. Subcontractors are subject to the same standards as the general contractor. Therefore financial capacity, compliance with Davis-Bacon Act requirements as applicable, installation standards, etc., will be required of subcontractors.
9. Contractor shall, within two (2) working days of notification, correct any valid discrepancies or exceptions identified either by the Agency or its funding sources, provided that such discrepancies or exception is a.) Directly attributable either to negligence or error of the Sub-contractor, or b.) A condition requiring correction which existed when services were originally provided by the sub-contractor (and is not the result of subsequent normal wear and tear/this would be in the area of incomplete or unsatisfactory work). Deficiencies may include quality of workmanship, size of HVAC systems, incomplete work, etc. Should there be any problems found during the agency inspection, the agency will do a second follow-up

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inspection in order to accept the home as satisfactorily completed. If a second inspection is necessary, the Subcontractor agrees to and shall pay the Agency \$100.00 for each and every subsequent inspection. There will be a Thirty (30) day waiver of this to help new contractors achieve perfection. Repetitious returns on final inspections may result in termination of this contract.

10. Contractor will provide a dated itemized Material and Labor Invoice of cost of each home COMPLETED under this contract within five days of final inspection. The date of the invoice shall reflect that of which the invoice is submitted after the date of the final inspection. Statements of Completions do not constitute an invoice and WILL NOT be accepted as such.
11. Contractor will be required to provide a 1-year warranty on all material installed, including labor. Consequently, any work deficiency or appliance malfunction, etc., will require the contractor or return to the client's home and promptly and properly resolve the deficiency at no additional cost to CACOST or the client. The warranty effective date will begin on the date on the Building Weatherization Report. Contractor is responsible for providing the client all appliance manuals, warranty information and contact numbers.
12. Contractor must recognize the special needs and concerns of low-income, elderly and handicapped clients and must ensure that clients are at all times treated respectfully and professionally. The contractor's staff must conduct themselves in a professional manner at all times.
13. Code Compliance: All installations, repairs, disposals and any other service provided pursuant to this procurement must meet applicable Federal, State and/or local codes, whichever shall be the most restrictive. Bidder shall be responsible for obtaining any required permit and payment of any required payment fee, as applicable.
14. The Contractor shall further Indemnify and hold the Agency harmless from any and all claims arising out of the performance of his/her duties and its acts of negligence under this agreement. Contractor is responsible for any job-related illness or injury to workers in his/her employment and/or weatherization client, and shall indemnify and hold harmless

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CACOST, CACOST staff and clients in the event an on-the-job illness or injury occurs.

15. Contractor agrees that pursuant to contract, the Texas Department of Housing And Community Affairs, the Department of Energy, the Comptroller General of the United States, the Community Action Corporation of South Texas (Agency), or any of their duly appointed representatives shall have access to any books, documents, papers, and records which are directly pertinent to the contract.
16. In accordance with the above agreement, the Contractor further agrees that all pertinent records will be retained for three (3) years after final payment and all other pending matters are closed.
17. Contractor shall comply with 18 USC 874 the Copeland "Anti-Kickback Act" as supplemented by the Department of Labor regulation 29 CFR, Part 3. The Contractor shall not provide anything of value to the Agency personnel in exchange for work or other consideration associated with this Agreement. Any violation shall be reported to the Texas Department of Housing and Community Affairs.
18. Contractor shall establish, maintain, and utilize internal control systems and procedures sufficient to prevent, detect, and correct incidents of waste, fraud, and abuse in the WAP and to provide for the proper and effective management of all program and fiscal activities funded by this Contract. The contractor's internal control systems and all transactions and other significant events must be clearly documented and the documentation made readily available for review by the Agency.
19. The Contractor shall give the Agency complete access to all of its records, employees, and agents for the purpose of monitoring or investigating the weatherization program. Contractor shall fully cooperate with the Agency's efforts to detect, investigate, and prevent waste, fraud, and abuse. Contractor shall immediately notify the Agency of any identified instance of waste, fraud or abuse.
20. Agency will notify the funding source upon identification of possible instances of waste, fraud, and abuse or other serious deficiencies.
21. The Contractor may not discriminate against any employee or other person who reports a violation of the terms of this Contract or of any law or regulation to the Agency or to any

appropriate law enforcement authority, if the report is made in good faith.

22. It is the responsibility of the Contractor to disclose any ongoing or pending legal proceedings, including any such proceedings known to be contemplated by governmental authorities, that could affect the performance of the Contractor or the execution of any potential contract. Failure to disclose this information or any efforts to omit such information may result in the disqualification of the offending Contractor's bid and/or termination of contract.

X. PRE-SUBMITTAL CONFERENCE

1. CACOST will hold a Pre-Submittal Conference on Monday, March 13, 2023, 2:00 P.M. CDT in the Main Conference Room, located on the 1st floor of CACOST at 204 East First Street, Alice, Texas. The conference will be available virtually. Attendance is optional but may be advantageous, as potential contractors will have an opportunity to ask questions and/or seek clarification regarding any and all aspects of this solicitation. The Pre-Submittal Conference will be held as indicated in the advertised solicitation announcement of this procurement. Written questions must be submitted to Doug Hairgrove, Director of Operations and Energy Programs by email at doug.hairgrove@cacost.org: at least three (3) days prior to the Pre-Submittal Conference. CACOST will provide written responses to all advance questions for all Contractors at Pre-Bid Conference for those in attendance. Oral agreements or representations are not binding on CACOST.

SCHEDULE "1"

RECORD OF PAST PERFORMANCE..... (14 points)

List below the names, addresses and phone numbers of five (5) HVAC "performance" references (individuals or agencies) for which or whom the contractor has performed services in the past twelve (12) months. For each

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reference, check the tasks/activities, which were completed by your company alone. If you had a subcontractor performing the work, use a separate sheet to include full name (legal name) of subcontractor, employees responsible, address, phone number, license, financial and personnel capacities

REFERENCE (NAME OF AGENCY / COMPANY / CLIENT FOR WHICH / WHOM WORK WAS PERFORMED) (EXPLAIN <u>ALL</u> REFERENCE ACTIVITY ON A SEPARATE SHEET)	HVAC DUCTWORK	HVAC CENTRAL SYSTEM	MINI SPLIT SYSTEM	GAS FURNACES
NAME:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
STREET				
CITY, STATE, ZIP CODE:				
PHONE NUMBER:				
NAME:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
STREET				
CITY, STATE, ZIP CODE:				
PHONE NUMBER:				
NAME:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
STREET				
CITY, STATE, ZIP CODE:				
PHONE NUMBER:				
NAME:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
STREET				
CITY, STATE, ZIP CODE:				
PHONE NUMBER:				

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NAME:		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
STREET		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CITY, STATE, ZIP CODE:					
PHONE NUMBER:					

No points will be awarded for references that cannot be verified, or who indicated that the work performed or staff conduct was unsatisfactory. All listed tasks or activities must have been completed in order for the reference to qualify. No points will be awarded for non-qualified references. Additional references may be listed on a separate sheet to ensure that five (5) reference contacts may be made. Each reference will be contacted.

Questions asked may include the following:

1. Specifically, what work did this firm (or individual) complete? Explain HVAC Assistance Program Installation Contractors

2. Please rate the quality of the work completed. Was the contractor's work:

Excellent Good Fair Poor _____(Explain)

3. Did the contractor complete the work in a timely and efficient manner? Explain.
4. Was the contractor and/or contractor's staff courteous, respectful, and responsive? Explain.
5. Was the contractor's work guaranteed and/or was there a warranty offered? Explain.
6. Have you had to recall the contractor to repair or replace completed work? Explain. How responsive were they?
7. Did the contractors clean up before departing from the work site? Explain.
8. Did the work require compliance with the Davis-Bacon Act Requirements? Explain.

SCHEDULE "2"

REFERENCES..... (14 points)

Provide explanation / description of work, tools used, material used, etc.

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REFERENCE (EXPLAIN <u>ALL</u> REFERENCE ACTIVITY ON A SEPARATE SHEET)	BLOWER DOOR	MINI SPLIT	WINDOW UNIT AC	HVAC CENTRAL SYSTEM	HVAC DUCTWORK
NAME:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
STREET					
CITY, STATE, ZIP CODE:					
PHONE NUMBER:					
EXPLANATION					
NAME:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
STREET					
CITY, STATE, ZIP CODE:					
PHONE NUMBER:					
EXPLANATION					
NAME:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
STREET					
CITY, STATE, ZIP CODE:					
PHONE NUMBER:					
EXPLANATION					
NAME:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
STREET					
CITY, STATE, ZIP CODE:					
PHONE NUMBER:					
EXPLANATION					

STREET						
CITY, STATE, ZIP CODE:						
PHONE NUMBER:						

SCHEDULE “3”

**EXPERIENCE OF FIRM/COMPANY/ADMINISTRATIVE
(14 points)**

State the number of years the Contractor (firm) has performed residential or home HVAC services:

YEARS. Please attach information that can be used to verify the years of experience entered. Please specify areas:

- ___ Number of years in home HVAC (EXPLAIN)
- ___ Number of years in multi-family HVAC (EXPLAIN)
- ___ Number of years in HVAC. (EXPLAIN)

SCHEDULE “4”

**EXPERIENCE OF FIELD STAFF/WORK CREWS
(14 points)**

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State the number of years for each of the CONTRACTOR’s HVAC staff/ crews have performed residential or home HVAC services. Be sure to indicate the total number of HVAC crews.

- Will you personally supervise the HVAC work performed pursuant to this solicitation? If not, please provide the name of the individual who will provide personal on-site supervision.
Name: _____
- Will you personally perform the HVAC work pursuant to this solicitation? If not, please name the staff/crew members who will perform the HVAC activities and enter the requested information for each staff member. Document each individual knowledge and expertise below.

NAME	HVAC EXPERIENCE		BLOWER DOOR TRAINED		BPI TRAINED		OSHA CERTIFIED	
	YES	NO	YES	NO	YES	NO	10	30
	YES	NO	YES	NO	YES	NO	10	30
	YES	NO	YES	NO	YES	NO	10	30
	YES	NO	YES	NO	YES	NO	10	30
	YES	NO	YES	NO	YES	NO	10	30
	YES	NO	YES	NO	YES	NO	10	30
	YES	NO	YES	NO	YES	NO	10	30
	YES	NO	YES	NO	YES	NO	10	30
	YES	NO	YES	NO	YES	NO	10	30
	YES	NO	YES	NO	YES	NO	10	30
	YES	NO	YES	NO	YES	NO	10	30
	YES	NO	YES	NO	YES	NO	10	30
	YES	NO	YES	NO	YES	NO	10	30
	YES	NO	YES	NO	YES	NO	10	30
	YES	NO	YES	NO	YES	NO	10	30
	YES	NO	YES	NO	YES	NO	10	30

NOTE: Points will be awarded for documented experience in home HVAC and/or documented training in blower door use, BPI Training and OSHA Certification.

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- Will you or your firm personally perform the HVAC work pursuant to this solicitation? Document each individual’s knowledge and TA# below.

NAME	TA#	MANUAL J PREPARATION
		YES NO
		YES NO
		YES NO
		YES NO
		YES NO
		YES NO
		YES NO
		YES NO
		YES NO
		YES NO
		YES NO

NOTE: Points will be awarded for documented licensed HVAC employees assigned to this contract. Please attach a copy of the HVAC License.

SCHEDULE “5”

**TOOLS AND EQUIPMENT
(14 points)**

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TOOLS / EQUIPMENT	COMPANY OWNED	IF YES ENTER QUANTITY ON HAND	IF NO, DO YOU HAVE IMMEDIATE ACCESS	POINTS
DIGITAL GAUGED BLOWER DOOR	YES NO		YES NO	5
DUCT BLASTER	YES NO		YES NO	5
PRESSURE PANS	YES NO		YES NO	1
COMBUSTION ANALYSER WITH PRINTERS	YES NO		YES NO	5

SCHEDULE "6"

**FINANCIAL CAPACITY
(14 points)**

A. FINANCIAL RESOURCES

1. Please provide a copy of your most recent financial statement showing your company’s net worth/assets and liabilities/available operating capital and line of bank credit. Include an official bank statement, a bank letter.
2. List three trade references from which you (or your firm) have purchased construction materials within the past twelve (12) months. Each reference will be contacted and the listed questions will be asked. No points will be awarded for references that cannot be contacted. Additional references can be listed at the Contractor’s option to ensure that 3 references can be contacted.

QUESTION ONE:

“Has this firm (or individual) been timely in meeting their financial obligations to you/your Company?”

QUESTION TWO:

“Would you characterize this CONTRACTOR (or individual) as honest, fair and responsible?”

QUESTION THREE:

“Have you or would you extend credit to this individual and if so, in what amount and under what terms?”

QUESTION FOUR:

“How long have you been conducting business (providing a line of credit) to this company/firm?”

REFERENCE:	1	2	3
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NAME:		YES NO	YES NO	YES NO
STREET:				
CITY, STATE, ZIP CODE:				
PHONE NUMBER:				
NAME:		YES NO	YES NO	YES NO
STREET:				
CITY, STATE, ZIP CODE:				
PHONE NUMBER:				
NAME:		YES NO	YES NO	YES NO
STREET:				
CITY, STATE, ZIP CODE:				
PHONE NUMBER:				

CERTIFICATION SHEET

All specifications and terms and conditions of the RFP have been read.

Our Company accepts the specifications and conditions unless otherwise accepted in writing to the Program Director, Community Action Corporation of South Texas (CACOST).

COMPANY NAME:		
MAILING ADDRESS:		
CITY:	STATE:	ZIP CODE:
PHONE:	FAX:	
WEB SITE:		
E-MAIL:		

Name of Representative Authorized to sign for Contractor

(Print Name)	(Signature)	(Date)

ACKNOWLEDGEMENT FORM

Having carefully examined the terms, conditions, and specifications within this RFP document, the undersigned

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Contractor's Agent hereby proposes and agrees to furnish the proposed product(s)/service(s) in strict compliance with the specifications as quoted.

The Contractor affirms that, to the best of his/her knowledge, the RFP has been arrived at independently and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give him or her an unfair advantage over other contractors in the award of this RFP.

The Contractor affirms that he/she has not participated in any act of favoritism, gratuity, or inside dealings With any member of the staff of CACOST or its Board of Directors.

Company Name:
President / Designee:
Position:
Signature:
Date:

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR CONTRACTS AND GRANTS.

NAME OF INDIVIDUAL, AGENCY, BUSINESS OR ORGANIZATION	Doing business as (DBA), if applicable:
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ADDRESS	Application Procurement or Solicitation #, if any:	Federal Employer Tax Identification #:
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READ CAREFULLY BEFORE SIGNING THIS CERTIFICATION. Federal regulations require contractors, bidders, and subgrantees to sign and abide by the terms of this certification, without modification, in order to participate in transactions directly or indirectly involving funds.

1. By signing and submitting this certification, the prospective vendor/grantee is attesting/acknowledging the representations set out below.
2. This certification is a material representation of fact upon which the Community Action Corporation of South Texas (CACOST) will rely on when this transaction is entered into. If it is later determined that the prospective vendor/grantee knowingly rendered an erroneous certification, in addition to other remedies available to Federal or State departments or funding agency(s), CACOST may pursue on its own available remedies, including contract termination, suspension and debarment.
3. The prospective vendor/grantee shall provide immediate written notice to CACOST, Attn.: Director of Operations and Energy Programs, if at any time it learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered contract”, “debarred”, “suspended”, “ineligible”, “participant”, “person”, “principal”, “proposal”, and “voluntarily excluded”, as used in this certification, have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. You may contact the person to which this proposal or contract is submitted for assistance in obtaining a copy of this regulation.
5. The prospective vendor/grantee agrees, by submitting this certification, that should the proposed contract/grant be entered into, it shall not knowingly enter into any lower-tier-covered transaction or sub-contract with a person or entity that is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this transaction, unless pre-authorized by the appropriate federal or state department or agency, or by CACOST.
6. The prospective vendor/grantee further agrees by submitting this certification, that it will include this certification titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Contracts and Grants,” without modification, in all lower-tier covered transactions and sub-contracts and in all solicitations for lower-tier covered transactions and sub-contracts.

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7. A vendor/grantee may rely upon a certification of a prospective participant that it is not proposed for debarment, debarred, suspended, ineligible, or voluntarily excluded from the transaction, unless it knows that the certification is erroneous. Each vendor/grantee is required to check the list of parties excluded from Federal and State Procurement and Nonprocurement Programs. CACOST checks this list for all parties to which it provides funds that are derived directly or indirectly from the Federal Government.
8. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this certification document. Participants are not required to have knowledge and information exceeding that which is normally possessed by a prudent person in the ordinary course of business activity.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a transaction knowingly enters into a lower-tier transaction or contract with a person who is proposed for debarment, debarred, suspended, ineligible, or voluntarily excluded from participation, in addition to other remedies available to the Federal Government, CACOST or its applicable funding agency(s) may pursue available remedies, including contract termination, suspension and/or debarment.