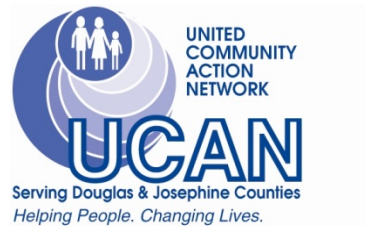


REQUEST FOR QUALIFICATIONS ON RESIDENTIAL  
WEATHERIZATION INSTALLATION SERVICES FOR  
HOUSEHOLDS LOCATED IN DOUGLAS AND JOSEPHINE  
COUNTIES, OREGON

RFP # 10-2017



The application shall be sealed and clearly marked with RFQ#10-2017 and submitted to:

United Community Action Network  
Attn: Randy Magnuson  
280 Kenneth Ford Dr.  
Roseburg, OR 97470

Refer Questions to:  
Randy Magnuson  
Weatherization/Energy Assistance Program Manager  
Phone: (541) 492-3527  
E-Mail: [randy.magnuson@ucan.org](mailto:randy.magnuson@ucan.org)

In the event conflicts between the original signed and sealed documents prepared by the owner and/or their Consultants, and any copy of the documents transmitted by mail, fax, electronically or otherwise, the original signed and sealed documents shall govern

**UNITED COMMUNITY ACTION NETWORK WEATHERIZATION PROGRAM  
REQUEST FOR QUALIFICATION PROVISIONS**

## **I. Overview**

**Issuing Agency:** United Community Action Network (UCAN) issues this Request for Qualifications for its Weatherization Program (Program).

**Purpose:** UCAN is accepting sealed applications from licensed, bonded, and properly insured contractors to perform weatherization work on residential housing units throughout Douglas and Josephine counties. This document provides the procedures for **full service weatherization contractors** (Contractors) to submit proposals to become a UCAN Weatherization General Contractor. Contractors who demonstrate adequate qualifications according to the rating criteria contained within this RFQ will be added to a list of qualified contractors and will be eligible to enter into a contract to provide weatherization services. Contractors who are accepted and issued a contract are eligible to be awarded weatherization jobs for the Program. All contracted work is subject to the terms and conditions specified in this document and the contract.

This document describes the terms of the RFQ process. Attached to this document are the Application for Qualification that applicants must fully complete and submit as described below to be considered for placement on the qualified contractor list. A copy of a contract is also attached to this RFQ. Any applicant must be prepared to enter into this contract subsequent to qualification in order to be eligible to perform weatherization work for UCAN.

## **II. Program Scope and Description**

UCAN's Weatherization Program offers weatherization services for low-income households in Douglas and Josephine counties. Households served may be located in either single-family or multi-family structures. Households must meet income eligibility requirements.

By providing weatherization services, the Program aims to:

- Reduce residential energy consumption by installing weatherization measures and related repairs which improve the thermal efficiency of the home,
- Reduce low-income residents' energy bills,
- Enhance health and safety by providing adequate ventilation, safely functioning combustion appliances, proper zonal pressures, and smoke/CO detectors.

The Weatherization Assistance Program is a state and federally funded program managed locally by community action agencies, housing authorities, or local government agencies.

Weatherization funds are provided by a variety of agencies and utilities. The Oregon Housing and Community Services Department administer the funds.

## **III. Weatherization Work Synopsis**

Program field staff conduct weatherization audits on each household served. The work is then contracted out to General Contractors as individual projects. Program staff offer projects to qualified General Contractors in consecutive fashion to equitably distribute available work

among Contractors. Once offered a work project, the Contractor completes the work specified according to Program specifications. Program field staff inspect the work and approve it for payment. Each weatherization work project includes the implementation of one or more measures to improve the energy and thermal efficiency of the home, and/or enhance the health and safety of the home's occupants. The most commonly called for measures include insulating and air sealing the building shell and ductwork, installing or repairing windows and doors, installing ventilation fans, making minor structural repairs, and installing such items as thermostats. Weatherization work requires technical diagnostic testing including blower door testing, combustion safety analysis, and zonal pressure testing which Program staff primarily conduct. Contractors are required to cooperate with specialty contractors such as plumbers, HVAC, and licensed electricians as needed to perform the work.

#### **IV. Contractor Qualification Requirements**

In order for the RFQ applicant to have their qualifications scored, the applicant must meet the following minimum criteria:

##### **a. Certifications/Trainings**

The Contractor's crewmembers must meet the following certification/training requirements:

- Lead-Based Paint Renovator Certification for at least one crewmember assigned to each project.
- Lead Safe Weatherization (LSW) training for at least one crewmember assigned to each project.

Note: To perform work on any homes known to or suspected to have lead-based paint, all crewmembers who may potentially disturb such paint will be required to have LSW training.

##### **b. Licensing**

The Contractor must be currently licensed by the State of Oregon Construction Contractors Board (CCB) as a Residential General Contractor as well as be licensed by the CCB for lead-based paint renovation. If the applicant Contractor has any of the following issues associated with their CCB license, UCAN may deny the application without scoring it:

- Civil penalties resulting in a fine,
- Refusal to reissue license,
- License revocation,
- Department of Justice assurance of voluntary compliance,
- Criminal conviction,
- Public work disbarment,
- Civil injunction,
- UTPA violation
- Suspended and required to carry a higher bond.

**c. Insurance**

The Contractor should have insurance coverage for commercial general liability, automobile liability, workers' compensation and employer liability in the following amounts:

a. Commercial General Liability:

Each occurrence - \$1,000,000 General Aggregate - \$2,000,000

b. Automobile Liability:

Minimum Automobile Combined Single Limit Liability Coverage - \$500,000 per occurrence with a \$1,000,000 annual aggregate limit covering bodily injury, liability and property damage liability, including coverage for owned or non-owned vehicles.

c. Worker's Compensation Insurance and Employer's Liability Insurance:

Each Occurrence- \$500,000

*If the Contractor does not have this amount of coverage, Contractor may submit information explaining why they do not have the suggested coverage.*

**d. Bonding**

The Contractor shall have a performance bond in an amount of \$50,000.

In addition to the required bonding, Contractor should be able to maintain sufficient resources to carry expenses for up to five open projects, as the Contractor will not receive payment until Program staff have inspected any project and approved the work.

**V. Disqualifying Circumstances**

UCAN will not qualify a Contractor if the company or principle member of the company has:

- Been debarred, suspended, declared ineligible or suspended from federal transactions in the previous three years,
- Been convicted or had a civil judgment made for fraud or criminal offense involving a public transaction/contract in the previous three years,
- Been convicted of embezzlement, theft, forgery, bribery, falsification/destruction of records, making false statements or receiving stolen property in the previous three years,
- Had a public transaction terminated in the previous three years.

UCAN also will deny a Contractor if that Contractor proposes to use a crew member who is a registered sex offender, and will require an explanation if the Contractor proposes to use a crew member who has been convicted of murder, assault in the first degree, kidnapping, arson, robbery in the first degree, or theft by extortion.

UCAN will deny a Contractor if a conflict of interest exists, because an employee or board member of UCAN, or an immediate family member of either, will obtain a financial benefit through the award of work to the Contractor.

## **VI. Evaluation Criteria**

If an applicant meets the minimum criteria described above, the applicant's qualifications will be rated using the following scoring system:

Previous Experience	50 points
Area of Expertise	15 points
Certifications/Trainings	15 points
Availability of a Blower Door Kit	5 point
Quality of Prior Work	15 points
<b>TOTAL</b>	<b>100 points</b>

## **VII. Pricing**

Each applicant for this RFQ is required to submit a detailed pricing list. The pricing list will not be used for ranking purposes nor for purposes of selecting which jobs qualified contractors are assigned. Instead, UCAN will review all submitted price lists and develop a single price list that all qualified contractors will use when billing for work they have performed on any given work project.

## **VIII. Contractor Proposal Submission Process**

The Weatherization Assistance Program Contractor Qualification Form (Form) and all required attachments must be mailed or hand-delivered to: United Community Action Network, Attn: Randy Magnuson, 280 Kenneth Ford Dr. Roseburg, OR 97470. The applicant must include one signed original Form and attachments and one Form and attachments saved on a USB flash drive in the sealed envelope and the outside of the envelope must state the name and address of the applicant as well as include the phrase: "Qualifications for RFQ#10-2017." Incomplete applications will not be reviewed. Proposals received after the date and time indicated will not be accepted.

## **IX. Acceptance of Terms**

By submitting its application, the Contractor accepts all terms and conditions specified in this RFQ. UCAN reserves the right to introduce additional terms and/or conditions as necessary.

## **X. Property Rights**

The application and attachments submitted in response to this RFQ become the property of UCAN. It is understood and agreed that the prospective Contractor claims no proprietary rights to the ideas and written materials contained in or attached to the submitted application.

## **XI. Right to Reject/Cancel**

UCAN reserves the right to reject any or all applications, to negotiate with any or all prospective Contractors on modifications to applications, to waive formalities, to postpone qualifying contractors, or to cancel all or part of this RFQ. Submittal or approval of an application is not an offer, guarantee or a promise that the Contractor will obtain work from UCAN.

## **XII. Evaluation Process**

UCAN will review all submitted materials for completeness. UCAN may conduct additional investigations to determine that the Contractor is qualified to perform Weatherization work, and the Contractor shall furnish to UCAN all needed information UCAN may request for this purpose.

## **XIII. Decision/Notification to Contractor**

UCAN will inform the Contractor of its RFQ decision. UCAN may reject any application if based on the evidence submitted or evidence obtained in further investigation, UCAN determines the applicant is not qualified to perform the work contemplated in this RFQ. If the Contractor is not accepted, the Contractor may reapply during a subsequent RFQ process, unless the Contractor has failed to qualify due to any situation listed in Section V, and there are no changes to that situation. If UCAN determines that the Contractor is qualified, UCAN shall add the Contractor to a list of qualified contractors, but only if the Contractor, within 30 days of notification of acceptance, signs the contract attached to this RFQ.

## **XIV. Suspension or Removal**

UCAN may suspend or remove the Contractor from the qualified contractor list, upon determining any of the following:

- The Contractor's work is deficient with respect to the quality of work, the timeliness of work, or in customer service,
- The Contractor has failed to abide by contractual obligation,
- Program needs, procedures, funding, requirements, or policy makes it necessary for UCAN to do so.
- The Contractor has any failure to meet its financial obligations to its employees or suppliers.

UCAN shall determine how a Contractor who has been suspended may have their qualified status reactivated. UCAN shall determine whether a Contractor who has been eliminated will be allowed to resubmit their qualifications and under what circumstances they may do so.

## **XV. Term/Renewal**

Once approved, the Contractor shall remain on the qualified list for no less than one year, unless otherwise suspended or removed as described above. UCAN shall have the option of renewing this term for an additional two years. No more than three years from approval, the Contractor must requalify through a new RFQ process.

## **XVI. Cost for Preparing Qualifications**

Applicants for qualification are solely responsible for the costs associated with preparation and submission of their application.

## **XVII. Modification of RFQ**

UCAN may modify this RFQ at any time prior to the date applications are due.



**WEATHERIZATION CONTRACT FOR RESIDENTIAL WEATHERIZATION  
INSTALLATION SERVICES FOR HOUSEHOLDS LOCATED  
IN DOUGLAS AND JOSEPHINE COUNTIES, OREGON**

**A. PARTIES**

This contract document is entered into between United Community Action Network (UCAN) and \_\_\_\_\_ (hereinafter “Contractor”).

**B. CONTRACT TERM**

This contract is effective for one year from the effective date. The parties may renew the contract for two additional, one-year terms by signing written extensions to the agreement.

**C. EFFECTIVE DATE**

This contract shall become effective on the date it is signed by a representative of UCAN.

**D. PURPOSE OF CONTRACT**

This contract establishes responsibilities and requirements for the Contractor and UCAN for weatherization services. Contractors entering into this contract are eligible to work on separate, individual scope of works. This contract does not specify any number of scope of works to be authorized during the term specified above. This is not a sole source contract. UCAN may offer work to additional qualified contractors.

**E. ACCEPTANCE OF TERMS**

In executing these contract materials, the Contractor and UCAN accept all terms and conditions specified herein.

**F. WEATHERIZATION WORK**

The Contractor agrees to provide the following services, as requested, for individual projects:

- a. Insulating attics, walls, sub-floor areas, heating ducts and water pipes.
- b. Air-sealing building shells.
- c. Seal air handling systems (supply and return ducts and boots).
- d. Performing combustion safety analyses.
- e. Making minor repairs to protect the weatherization measures installed.
- f. Installing windows and doors.
- g. Installing bathroom and kitchen fans.
- h. Installing ventilation systems or dehumidifiers.
- i. Any other activity requested by UCAN.

## **G. PRICING**

During the RFQ process, the Contractor will submit a price list on a form prepared by UCAN. UCAN shall review the price lists submitted by all qualified contractors, and develop a single price list to be used by all general contractors. If after UCAN issues its price list, the Contractor feels that the price list no longer fairly represents the costs of items, the Contractor can provide a new price list to UCAN. UCAN may independently determine that the price list requires updating. In either case, UCAN will then request updated price lists from all qualified contractors and determine whether to update the price list upon which each scope of work's pricing will be based.

## **H. SELECTION PROCESS**

UCAN's goal is to equitably distribute work among all qualified contractors. UCAN shall generally award each scope of work to the qualified general contractor who is next in line to obtain a project. UCAN may skip to the next qualified contractor if the contractor that would otherwise be selected:

- a. Has more than five open projects with UCAN.
- b. Is currently performing \$50,000 or more in work for UCAN.
- c. Has delays regarding any of its projects with UCAN.
- d. Has performance issues with any projects it is working on for UCAN.
- e. Turns down previous project offers.

## **I. SCOPE OF WORK**

UCAN shall create separate scopes of work for each project it makes available to contractors. Each scope of work will include:

- a. General site and building information.
- b. A listing of needed weatherization measures, quantities and pricing.
- c. A floor plan depicting areas needing work.
- d. Photographs.
- e. The site address, and the phone number and name of the customer.
- f. Any additional documentation needed to describe the work.

Each scope of work will have signature lines for both UCAN and the Contractor to sign, indicating that they are in agreement on the nature and cost of the work needed to be done to weatherize the subject residence. The Contractor shall only perform work detailed in each scope of work they accept. UCAN shall not be responsible for any unauthorized work, nor for payment of such.

## **J. CHANGE ORDERS**

UCAN and the Contractor can make changes to any individual scope of work contract through use of a written change order. Change orders may be necessary if site or structural conditions differ from conditions UCAN staff was aware of after performing an initial audit. The Contractor shall promptly notify UCAN of any site or structural conditions, which differ materially from those indicated or referred to in any scope of work. If UCAN determines that differing conditions



exist and that their nature requires changes to the work requested, the payment offered for either the work, or the time to perform the work, UCAN may prepare a change order. Any work performed under a change order is subject to the same inspection and payment provisions applicable to the rest of the project work. No change to any work is authorized until UCAN and the Contractor have executed the written change order. If the Contractor performs additional work without obtaining a written change order, the Contractor shall be responsible for the costs of such work.

**K. OFFER/ACCEPTANCE/DENIAL OF WORK**

When UCAN has selected the Contractor to perform work, and created a scope of work for the project, UCAN will send a copy of the scope of work to the Contractor by e-mail. In determining whether to accept the work, the Contractor may speak with the customer whose home is to be weatherized to check on additional details of the work or to request permission to visit their home. The Contractor shall have seven days from the date the e-mail is sent to accept the work. To provide notice of acceptance, the Contractor shall return a signed copy of the scope of work by e-mail, and follow up by sending a mailed copy with the original signature.

**L. PERMISSION TO PROCEED**

After the Contractor e-mails the signed scope of work indicating agreement to do the work, and UCAN e-mails or phones the Contractor confirming receipt of the agreement, the Contractor has permission to proceed with the work.

**M. WORKING WITH CUSTOMERS**

Customer service is a priority of UCAN. The Contractor shall maintain positive customer relationships at all times. In doing so, the Contractor shall:

- a. Ensure that the Contractor's employees treat each customer with dignity and respect. Contractor's employees shall present identification to prove that they are employed by the Contractor upon request of the customer.
- b. Ensure customers are knowledgeable about the work that will be or has been done to their home.
- c. Communicate with customers regarding construction strategy and work schedule.
- d. Maintain a work environment that minimizes inconvenience to the customer.
- e. Provide insulation certificates and product warranties and documentation to the customer.

**N. WORKING WITH OTHER CONTRACTORS**

UCAN may enter into separate agreements with other contractors, such as electricians, plumbers and HVAC installers, to perform tasks associated with any scope of work. In this case, UCAN shall notify the Contractor that other contractors will also be working on any project. When working with other contractors, the Contractor shall allow for the introduction and storage of materials, supplies and equipment of other contractors on site, shall coordinate work schedules with other contractors, and shall notify UCAN of any contractors' work that affects the Contractor's ability to perform work. The Contractor shall not alter any other contractors' work.

**O. STANDARD OF WORK**

All work performed by the Contractor shall be completed in a timely, skillful manner acceptable to UCAN.

**P. STATUTORY AND CODE REQUIREMENTS**

All work performed by the Contractor shall be in full compliance with federal, state and local law, as well as the current Oregon Uniform Building Code and all applicable Specialty Codes, including, but not limited to, plumbing, mechanical and electrical codes, as well as the Oregon Weatherization Assistance Program: Site Built and Manufactured Home Field Guide and Standards, which can be accessed at the following link:

[http://www.oregon.gov/ohcs/CRD/SOS/docs/manuals/Wx\\_Specs\\_2015\\_Field\\_Guide.pdf](http://www.oregon.gov/ohcs/CRD/SOS/docs/manuals/Wx_Specs_2015_Field_Guide.pdf).

The Contractor’s work shall also be in full compliance with any local building regulations. If the Contractor performs any work contrary to such regulations and standards, the Contractor shall assume full responsibility and shall bear all costs attributable to non-compliance, and the Contractor shall take corrective action, as UCAN shall require.

**Q. MATERIALS, SUPPLIES AND REQUIRED ASPECTS FOR WORK**

The Contractor must furnish all materials, supplies, tools, equipment, labor and other services necessary to perform and complete each project, unless otherwise indicated by UCAN.

**R. PERMITS**

The Contractor shall obtain and pay for all necessary permits required to complete each project. If requested by UCAN, the Contractor shall provide copies of permits to UCAN.

**S. USE OF PREMISES**

The Contractor shall confine their equipment, materials, supplies, work operations and debris resulting from their work to those portions of the work site as requested by UCAN and the customer, and as allowed by law, ordinances, and permits. The Contractor shall not unreasonably burden the premises with materials, supplies or construction debris.

**T. DEBRIS REMOVAL**

The Contractor is responsible for removing all construction debris generated because of their work. The Contractor shall dispose of debris consistent with law, ordinance, rule, regulation, permit and direction of UCAN.

**U. PRECAUTIONS**

a. Lead

The Contractor shall ensure that all work performed under this contract where lead based paint exists or is likely to exist (including any home constructed pre-1978) is done in accordance with all applicable federal, state and local laws, rules, regulations and guidelines pertaining to lead safe work practices. The Contractor shall maintain a current lead-based paint renovation license from the Oregon CCB and provide proof of Lead Safe Weatherization (LSW) training to UCAN for all employees who have the potential to disturb lead based paint. The Contractor shall take every precaution to prevent lead contamination of any work site or adjacent area. The Contractor shall clean lead contaminants that they cause to be released around the site or into the existing structure in accordance with federal, state and local law, rule, regulation and guideline at the Contractor’s expense. The Contractor shall incur the cost of any fines and work

requirements resulting from non-compliance with federal, state and local laws, rules, regulations and guidelines regarding lead based paint. Use of lead based paint for any portion of any project is prohibited.

b. Asbestos

The Contractor shall ensure that all work performed under this contract where asbestos exists or is likely to exist is done in accordance with all applicable federal, state and local laws, rules, regulations and guidelines pertaining to working with asbestos. If the Contractor encounters or suspects asbestos containing materials in the course of work, the Contractor shall cease all work and notify UCAN immediately. The Contractor shall take every precaution possible to prevent the spread of asbestos particles throughout the work under this contract. The Contractor shall clean asbestos particles that they cause to be released around the site or into the existing structure in accordance with applicable federal, state and local laws, rules, regulations and guidelines at the Contractor's expense. The Contractor shall incur the cost of all fines and work requirements resulting from non-compliance with federal, state and local laws, rules, regulations and guidelines regarding asbestos.

c. Mold

If the Contractor encounters or suspects mold issues in the course of work beyond that identified by UCAN staff, the Contractor shall cease all work and notify UCAN immediately. The Contractor shall take every precaution possible to prevent the introduction and spread of mold throughout the work site. The Contractor shall clean all mold that they cause to be introduced or worsened at work sites in accordance with Oregon Weatherization Assistance Program Site Built and Manufactured Home Field Guide and Standards at the Contractor's expense.

d. Knob/Tube Wiring

The Contractor shall take every precaution possible to prevent the disturbance of knob and tube wiring. If the Contractor disturbs knob and tube wiring or comes across disturbed knob and tube wiring not identified previously by UCAN staff, they shall cease all work and contact UCAN immediately. The Contractor shall correct all knob and tube wiring they disturb in accordance with Oregon Weatherization Assistance Program Site Built and Manufactured Home Field Guide and Standards at the Contractor's expense.

**V. STARTING AND COMPLETING THE WORK**

The Contractor shall begin each project within 14 days of accepting the work, and shall complete each project within 45 days of accepting the work, unless a written change order is executed that changes the completion date.

**W. MATERIAL SAFETY DATA SHEETS**

The Contractor shall maintain Safety Data Sheets (SDS) for all products used in the performance of the work as required by federal/state regulation. The Contractor shall provide copies of the SDS to UCAN upon request.

**X. WARRANTIES**

The Contractor shall warranty that all work performed shall be free from defects in workmanship or material for a period of one year from the date of completion. Such warranty does not apply to those items that become deficient after the work is completed due to abuse or neglect on the

part of occupants of the property. The Contractor shall furnish to the property occupant all manufacturers' and suppliers' guarantees and warranties associated with any equipment or supplies provided by Contractor. The Contractor warrants that, unless otherwise specified, all materials shall be new. The Contractor warrants workmanship and materials to be of good quality. The Contractor agrees to provide proof, if requested, that materials be of good kind and quality.

**Y. IN-PROGRESS INSPECTIONS**

UCAN may, without notice, inspect the Contractor's work at any stage of construction, to determine if work is proceeding in a timely manner and in accordance with this contract and associated scope of work. UCAN may require the Contractor to be present at the inspection. UCAN shall have authority to stop the work whenever deemed necessary to insure the proper execution of a project's scope of work.

**Z. NOTIFICATION THAT WORK IS COMPLETE; FINAL INSPECTION**

Upon completion of the work, the Contractor shall notify UCAN by e-mail that they have completed the work. UCAN shall perform a final inspection of each project to ensure proper and complete work within 14 days of notification that work is complete. UCAN may request the Contractor to be present at the final inspection or inspections performed after the Contractor has performed corrective work. The Contractor shall make corrections to items identified by UCAN as minor problems within ten days of notification. Contractor shall make corrections to items identified by UCAN as major problems within five days of notification. A major problem is one in which the work or installation of materials risks health and safety, and is out of compliance with Oregon Universal Uniform Building code, the laws of the State of Oregon, or the current Oregon Weatherization Assistance Program: Site Built and Manufactured Home Field Guide and Standards, or results in any other major issue as determined by UCAN. The Contractor shall immediately notify UCAN when corrections are complete by e-mail. UCAN may require the Contractor to pay \$100 for re-inspection of a major problem, and \$50 for re-inspection of a minor problem. If UCAN is not satisfied with the correction, the same procedure shall be followed for an additional round of corrections, except that UCAN may require the Contractor to pay \$250 for a second re-inspection of a major problem, and \$150 for a second re-inspection of a minor problem.

**AA. PAYMENT**

The Contractor shall submit an invoice for work performed after UCAN has approved the work. The invoice shall list the tasks required in the scope of work, as well as tasks agreed to in change orders, and state the cost to complete each task. UCAN shall review the invoice, and, unless UCAN has any issue with the invoice, shall make payment to the Contractor no later than 30 days after receipt of the Contractor's invoice.

**BB. PARTIAL PAYMENT/DEDUCTIONS**

- a. If UCAN decides to terminate a project because UCAN determines it is unlikely the Contractor will: i) complete work in a timely fashion, or ii) correct work which is unacceptable, UCAN shall only pay for tasks that are complete and are effective independent of the completion of additional work.

- b. If the Contractor fails to complete the work within 45 days of agreeing to perform the work, or within any extended deadline as approved by UCAN, UCAN may reduce payment by three percent (3%) per month from the amount invoiced by the Contractor.

**CC. LOSS OF RIGHT TO COLLECT PAYMENT**

UCAN may determine that the Contractor has lost the right to obtain payment for completed work under the following conditions:

- a. The Contractor cannot fix defective or damaged work.
- b. Written claims or liens have been made against UCAN, the customer or the customer's property in connection with the work.
- c. A claim has been filed, or UCAN has reasonable evidence indicating that a claim will likely be filed against the Contractor for work the Contractor has performed.
- d. The Contractor has failed to make proper payments to employees or suppliers for labor or materials.
- e. UCAN has a reasonable doubt that the Contractor can complete the work.
- f. The Contractor fails to complete the work in accordance with the scope of work or contract conditions.
- g. The Contractor in any other manner fails to abide by the terms of this contract.

**DD. LICENSING**

The Contractor affirms that they are currently licensed by the State of Oregon Construction Contractors Board (CCB) as a Residential General Contractor, and shall remain licensed while working on any project for UCAN. The Contractor also affirms that they hold a lead-based paint renovator license from the CCB and shall maintain the license while working on any project for UCAN. The Contractor shall immediately report any changes, suspensions, revocations, or modifications to Contractor's CCB or lead based renovation licenses. If such changes result in Contractor no longer being licensed to perform project work, Contractor shall immediately cease any work and notify UCAN.

**EE. CERTIFICATIONS/TRAININGS**

The Contractor shall provide evidence of certification/trainings for crewmembers and leaders for the areas listed immediately below and maintain the certifications throughout the term of the contract:

- a. Lead-Based Paint Renovator Certification for at least one crewmember for each project, which has active weatherization tasks.
- b. Lead Safe Weatherization (LSW) training for at least one crew member for each project that has active weatherization tasks

If the Lead-Based Paint Renovator Certification terminates or LSW training requires updating during this contract's term, the Contractor shall immediately notify UCAN. UCAN may require the Contractor to cease work on any project staffed by a crewmember that has had their certification terminated or needs new LSW training.

**FF. INSURANCE**

The Contractor should maintain at all times and at its sole expense as part of its services insurance coverage for commercial general liability, automobile liability, workers' compensation and employer liability in the following amounts:

- a. Commercial General Liability:  
Each occurrence - \$1,000,000 General Aggregate - \$2,000,000
  
- b. Automobile Liability:  
Minimum Automobile Combined Single Limit Liability Coverage - \$500,000 per occurrence with a \$1,000,000 annual aggregate limit covering bodily injury liability and property damage liability, including coverage for owned or non-owned vehicles.
  
- c. Worker's Compensation Insurance and Employer's Liability Insurance:  
Each Occurrence- \$500,000

If the Contractor is unable to maintain insurance in the amounts stated above, the Contractor may submit a letter to UCAN indicating the amount of coverage they currently maintain, and the reason they are unable to maintain the levels of coverage indicated above. UCAN shall have the sole authority to determine whether the Contractor may perform work with the stated level of coverage.

Certificates of insurance shall contain an additional insured endorsement naming "United Community Action Network" as an additional insured for all required insurance coverages. Such endorsement shall apply to UCAN as primary coverage, and any other insurance carried by UCAN shall be excess only and shall not contribute to this insurance. The Contractor is fully responsible for payment of any applicable deductibles. The Contractor shall maintain insurance and provide proof to UCAN that such insurance is in effect.

Any coverage provided shall, if issued on a claims-made basis, be maintained for not less than three years following the date of termination of Contractor's duties under this contract. Any coverage provided on an occurrence basis shall be in effect from the date of this contract through the date of termination.

The Contractor's Certificates of Insurance shall include the insurers' certification that such coverage shall not be reduced, annulled, cancelled, or altered without thirty days' prior written notice to UCAN. The Contractor shall not cancel any policy without thirty days prior written notice to UCAN. Upon receipt of any notice of cancellation or alteration, Contractor shall cease all work performed for UCAN. Upon request, Contractor shall authorize and direct its insurer(s) and broker/agent(s) to disclose the existence, terms, and conditions of its insurance to UCAN.

**GG. PERFORMANCE BOND**

The Contractor shall maintain a performance bond in an amount of \$50,000 throughout the term of this contract. The bond shall be issued by a first-tier insurance company, and shall name "United Community Action Network" as the insured party. The performance bond shall provide

that in the event of non-renewal, UCAN and the Contractor be notified in writing by the issuer no less than sixty (60) days prior to end of the term of this contract.

**HH. NOTIFICATION OF CHANGES TO QUALIFICATION REQUIREMENTS**

If after qualification, the Contractor has changed circumstances regarding any minimum criteria or any matter used to rank the Contractor's application in response to a Request for Qualifications, the Contractor must immediately notify UCAN of such change.

**II. NON-DISCRIMINATION**

The Contractor shall not violate any federal or state law that prohibit discrimination against any employee or applicant for employment because of race, color, national origin, religion, sex, age, disability, marriage status, sexual preference, or status as a veteran. The Contractor's actions covered by this provision include, but are not limited to employment, promotions, demotions, transfers, recruitment/recruitment advertising, layoffs/terminations, rates of pay and other forms of compensation, and selection for training, including apprenticeships.

**JJ. AMENDMENTS**

UCAN and the Contractor may amend this contract at any time by executing a written amendment. The amendment will become effective upon the date it is signed by UCAN, unless stated otherwise in the amendment.

**KK. TERMINATION**

This contract may be terminated in any of the following ways:

- a. Written mutual consent of the parties.
- b. Submittal of 60 day written notice from the Contractor to UCAN specifying the termination date of the contract.
- c. Submittal of 15 day written notice from UCAN to the Contractor specifying the termination date of the contract.

If UCAN determines the Contractor is in breach of this contract, or in breach of any individual scope of work, UCAN may terminate this contract or the individual scope of work in writing, and the termination is effective upon the date indicated in the notice. If UCAN terminates the contract because it has determined the Contractor to be in breach of this contract or any individual scope of work, the Contractor shall immediately cease all activities under this contract upon receipt of notice, unless expressly directed otherwise by UCAN in the notice of termination.

Upon termination, the Contractor shall deliver to UCAN all documents, information, work in progress, and any other property that are or would be deliverables had the work been completed. If this contract or any scope of work terminates, and UCAN has not determined that the Contractor was in breach of its contractual obligations, UCAN shall determine the amount of work completed at such point. If UCAN approves the work, the Contractor may submit an invoice for such work.

**LL. SUSPENSION/REMOVAL**

If UCAN determines that the Contractor is in breach of this contract or any scope of work, or if any event occurs after the effective date of this contract that brings the Contractor’s qualification to perform Weatherization work into question, the contractor shall immediately cease work on any on-going projects. Such events include, but are not limited to:

- disbarment or suspension of Contractor from performing federal transactions,
- conviction of Contractor or filing of a civil judgment against Contractor for fraud or criminal offense involving a public transaction/contract,
- conviction of Contractor for embezzlement, theft, forgery, bribery, falsification/destruction of records, making false statements or receiving stolen property,
- termination of Contractor from a public transaction,
- criminal conviction of a crew member who is currently involved in work on a project for murder, assault in the first degree, kidnapping, arson, robbery in the first degree, or theft by extortion,
- Evidence that an employee or board member of UCAN, or an immediate family member of either, will obtain a financial benefit through the award of work to the Contractor.

The Contractor is required to notify UCAN immediately if any of the events listed above occur during the term of this contract.

UCAN may not only terminate this contract if any of the above events occurs, UCAN may also remove the Contractor from UCAN’s list of qualified contractors. In this case, before the Contractor may again enter into a contract with UCAN, the Contractor will need to successfully respond to a new RFQ. UCAN may also suspend a Contractor from the qualified list of contractors, in which case UCAN shall issue a probationary notice to the Contractor, which provides steps the Contractor must take to remain on the list. The notice shall state the number of days the Contractor shall be given to take the steps required.

**MM. STATUS AS INDEPENDENT CONTRACTOR**

The status of the Contractor in this contract shall be that of an independent contractor and not that of an agent or employee of UCAN. The Contractor shall have no power or authority to act on behalf of UCAN or in its name or to bind UCAN, directly or indirectly, in any matter whatsoever.

**NN. SUBCONTRACTS & ASSIGNMENTS: SUCESSORS IN INTEREST**

The Contractor shall not enter into any subcontract for any of the work required by this contract, or assign or transfer any of its interest in this contract. The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs and successors, if any.

**OO. THIRD PARTY BENEFICIARIES**

UCAN and the Contractor are the only parties to this contract and are the only parties entitled to enforce its terms. Nothing in this contract shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons.



**PP. ISSUANCE OF LIEN WAIVER**

For each project the Contractor is involved in, the Contractor shall, prior to receipt of payment, waive their right to place a lien on the customer’s property for any amount of payment. Contractor shall also require all suppliers to waive any right to place a lien against such property, and shall submit proof of waivers to UCAN prior to receipt of final payment.

**QQ. OWNERSHIP; PROPRIETARY RIGHT**

This contract and all scopes of work are the property of UCAN. The Contractor claims no proprietary rights to the ideas and written materials contained in or attached to the contract submitted.

**RR. TAXES**

UCAN will not withhold any taxes from any payments made to the Contractor, and the Contractor will be solely responsible for paying all taxes arising out of or resulting from the performance of its services under this contract, including, but not limited to income, social security, worker’s compensation, and employment insurance taxes.

**SS. CONFIDENTIALITY**

The Contractor shall not release or disclose any information concerning recipients of services or any other information directly connected with the administration of this contract, unless authorized by UCAN in writing. This provision survives termination of this contract. The Contractor further agrees that, upon UCAN’s request or the termination of this contract, Contractor shall promptly return to UCAN all materials furnished by UCAN containing confidential information.

**TT. INDEMNITY**

The Contractor shall defend, save, hold harmless, and indemnify UCAN, its Board members, officers, agents, and employees from all losses, expenses, damages, fines, charges, liens, liabilities, claims, suits, actions, judgments, attorney fees, and court costs resulting directly or indirectly from or arising out of actions or omissions of the Contractor, its agents or its employees under this contract or applicable law. This provision shall not require the Contractor to defend or indemnify UCAN against any action based solely on the alleged negligence of UCAN.

**UU. LITIGATION**

- a. The Contractor and UCAN shall give each other immediate notice in writing of any action or suit filed or any claim made against the Contractor or UCAN by a supplier which, in the opinion of the Contractor or UCAN, may result in litigation related in any way to this contract.
- b. If any arbitration or litigation is instituted to interpret, enforce, or rescind this contract, including but not limited to any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party’s reasonable attorney’s fees and other fees, costs, and expenses of every kind.
- c. Any action or proceeding arising out of this contract shall be litigated in courts located in

Douglas or Josephine County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Douglas or Josephine County, Oregon.

**VV. NONENFORCEMENT**

Any failure of UCAN to enforce any provision of this contract shall in no way be construed to be a waiver of such provision, and shall in no way affect the validity of this contract or limit UCAN's ability to enforce such provision later.

**WW. ASSIGNMENT/DELEGATION**

The Contractor is prohibited from assigning or delegating this contract without the written consent of UCAN.

**XX. ASSURANCES**

The Contractor assures that no funds received pursuant to this contract will be used for political activities.

**YY. SMOKE FREE WORKPLACE**

The Contractor shall prohibit its employees' use of tobacco from any site upon which it is performing weatherization work.

**ZZ. GOVERNING LAW**

The laws of the State of Oregon govern this contract.

**AAA. SEVERABILITY**

If a provision of this contract is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this contract will not be impaired.

**BBB. SURVIVAL**

All provisions of this contract that would reasonably be expected to survive the termination of this contract will do so.

By signing below, the Contractor and UCAN agree to all terms and conditions of this contract. Further, the Contractor and UCAN agree to abide by all terms and conditions of each written contract entered into for individual weatherization scope of works offered by UCAN and accepted by the Contractor.

\_\_\_\_\_  
Signature of Contractor's Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Signature of UCAN's Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Date