



DUE DATE: January 30, 2023

GREATER EAST TEXAS COMMUNITY ACTION PROGRAM
REQUEST FOR PROPOSAL (RFP) – Mechanical (HVAC)

WEATHERIZATION and COMPREHENSIVE ENERGY ASSISTANCE PROGRAM
Home Preservation Grant and Tyler County Specific Funds
Mailing Address: PO Box 631938 Nacogdoches, TX 75963-1938
Physical Address: 206 Mimms Ave., Nacogdoches, TX 75961
(936) 585-7212

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| Request for Proposal Release Date | Tuesday, January 3, 2023, 5:00am |
| Packets available for pick-up | Monday, January 3, 2023, 8:00am |
| RFP Conference accommodation request deadline (for those individuals not able to attend the RFP Conference in person restrictions or concerns, alternative accommodations such as phone conference call or video call will be available on request). | Thursday, January 12, 2023, 12:00pm |
| Request for Clarifications & Additional Information must be submitted in writing to jharkness@get-cap.org by: | Friday, January 14, 2023, 4:00pm |
| RFP conference, (ONLY time for verbal questions) conference accommodations available on request due to restriction or concerns participation is strongly encouraged. | Tuesday, January 17, 2023, 1:00pm |
| Clarification Responses posted on GETCAP website | Thursday, January 19, 2023, 5:00pm |
| <u>Proposal Due Date</u> – please allow for delay factors such as road construction or mail delivery | <u>Monday, January 30, 2023, 5:00pm</u> |
| Bid Opening Date | Tuesday, January 31, 2023, 10:00am |
| Date of Winning Bid Announcement | Friday, February 10, 2023, 1:00pm |
| Deadline for Protest | Friday, February 24, 2023, 4:00pm |
| Mail final status regarding disputes | Tuesday, February 28, 2023, 12:00pm |
| Winning Bid Contract Finalization | Wednesday, March 1, 2023 |

GREATER EAST TEXAS COMMUNITY ACTION PROGRAM
WEATHERIZATION and COMPREHENSIVE ENERGY ASSISTANCE PROGRAM
REQUEST FO (RFP) GENERAL INFORMATION - PROGRAM DESCRIPTIONS

- A. Greater East Texas Community Action Program (GETCAP) is issuing a Request for Proposals from experienced contractors relative to the installation of allowable weatherization energy conservation measures and comprehensive energy assistance program mechanical work, to be applied to the service areas: Gregg, Harrison, Henderson, Kaufman, Panola, Rusk, Smith, Upshur, Van Zandt, Wood, Anderson, Angelina, Cherokee, Houston, Nacogdoches, Sabine, San Augustine, Shelby, Trinity, Chambers, Galveston, Hardin, Liberty, Jasper, Jefferson, Newton, Orange, Polk, San Jacinto, Tyler counties. The Weatherization Assistance Program (WAP) and the Comprehensive Energy Assistance Program (CEAP) are free services to low-income, eligible clients. The program is operated under the rules, regulations, and requirements promulgated of 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 weatherization measures to be installed include the installation of Insulation, Caulking, Venting, CO2/Smoke Detectors, Solar screens, LED lights, roof repair and or replacement, and window/door replacement work in single family and multifamily residences.

The comprehensive energy assistance program measures (CEAP) include the repair and or replacement of: includes repair and/or replacement of heaters, condensers, contactor, fans, blowers and common repairs for HVAC units.

- B. The number of units to be weatherized will be based on current funding available and the number of units will increase or decrease dependent on the approved measures and funding.
- C. Weatherization services, which remain the core program pursuant to this solicitation, are designed to reduce energy costs for low-income households through proven, cost-effective Weatherization techniques as presented in the Description of Work.
- D. It is GETCAP policy to encourage participation of small and historically underutilized businesses (HUBs), as defined in Government Code, Chapter 2161, as contractors to GETCAP.

“Historically Underutilized Business (HUB): means an entity with its principal place of Business in this state that is:

- 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 and socially 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 and socially 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 and socially 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.
- 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. GETCAP maintains an active program for the identification and placement of small and HUB businesses on bidders' mailing lists, and to provide information and other assistance to facilitate the use of such firms as contractors to the maximum extent practical. Small and HUB business seeking contracting opportunities should file a "Request to be Added to Bidder/Vendor List" with the GETCAP Weatherization Office, 206 Mimms Ave., Nacogdoches, TX 75961.
- F. 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.
- G. 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.

I. WEATHERIZATION - SCOPE OF WORK:

- A. Contractors will be required and must be prepared to install weatherization (energy conservation) measures in single-family homes, multi-family complexes (apartments), or mobile homes as prescribed by the GETCAP Weatherization Inspector or Housing Technician.
- B. Each home will be assessed using the NEAT audit (software available at <https://weatherization.ornl.gov/obtain/>) and or an established Priority List to determine which Weatherization 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 assessment, the contractor will install measures designed to reduce air exchange, to preserve the integrity of the home's thermal envelope, to reduce energy consumption and to ensure the residents' health and safety.
- C. Weatherization Measures to be installed may include but are not limited to:
 - replacement and/or repair of HVAC systems, including central systems and ducts; furnaces, space heaters, window units (a/c, heat pumps, etc.), and venting, etc.
 - HVAC tune-ups will include (clean evaporator and condenser air conditioning coils, check refrigerant level and adjust, if necessary, clean and adjust blower components, check the condensate drain and clean, if necessary, lubricate all moving parts, provide 12 air filters, check all gas connections, and heat exchanger).
 - Other measures may include digital thermostats, etc.
- D. 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, procedures, as well as with applicable state, local and GETCAP requirements. Appliances must be Energy Star certified. Windows and doors, insulation, etc., must satisfy certain, specified energy-efficiency ratings.

- E. The contractor will be held responsible for securing all necessary permits and applicable fees, hiring all necessary work crews, including licensed electricians and plumbers. The contractor will be held responsible for any additional costs incurred in order to secure all permits.
- F. Contractors must be prepared to adhere to TDHCA's and DOE's most current HVAC requirements. New 2023 HVAC minimum efficiency standards changes and upcoming energy star requirements. The new requirements of SEER2, EER2 and HSPF2 ratings.
- G. Contractors must be prepared to adhere to EPA Lead Safety Practices when performing work on older housing stock. Davis-Bacon Act does not currently apply but, contractors must also be prepared to adhere to the Davis-Bacon Act requirements if applicable in the future, 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 contractors' work will be conducted by various agencies from the U.S. Government and the State of Texas. GETCAP Weatherization Inspectors or housing technician will inspect all completed work prior to payment.
- H. Contractors will be required to thoroughly review the client's home prior to commencing with any installation of GETCAP-prescribed weatherization 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 (SOC). 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 GETCAP or the weatherization client.
- I. 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 GETCAP or the weatherization client.
- J. Provide said services in all counties in the service area awarded: Gregg, Harrison, Henderson, Kaufman, Panola, Rusk, Smith, Upshur, Van Zandt, Wood, Anderson, Angelina, Cherokee, Houston, Nacogdoches, Sabine, San Augustine, Shelby, Trinity, Chambers, Galveston, Hardin, Liberty, Jasper, Jefferson, Newton, Orange, Polk, San Jacinto, Tyler counties.
- K. Maintain sufficient inventory to supply materials to GETCAP on demand.
- L. Contractor must prepare and submit completed work invoices on a monthly basis.
- M. Contractor will be required to provide a warranty on parts and labor.

II. COMPREHENSIVE ENERGY ASSISTANCE PROGRAM - SCOPE OF WORK:

- A. The purpose of CEAP is to assist low-income Households with their immediate home energy needs. Households identified with a high-energy consumption or energy burden may be assisted with repairs of existing heating and cooling units, and crisis-related purchase of portable heating and cooling units.
 - 1. Contractors will be required to and must be prepared to
 - Work closely with the Weatherization Coordinator to obtain referrals for assessment request and approval notices for purchase or repair of more than \$500.00
 - Conduct an assessment of any existing heating and/or cooling system
 - Service and repair existing units when the home has an inoperable heating or cooling unit upon approval
 - Assistance with the service and repair or purchase of portable air conditioners /

evaporative coolers and heating units not to exceed \$500.00.

- Provide heating or cooling resolution either temporary or permanent within 8 hours of notification.
- B. Heating or cooling unit must be replaced by an Energy Star certified unit.
- C. Contractor will be held responsible for securing all permits and applicable fees and hiring all necessary work crews need for completion of work assignment.
- D. Provide said services in all counties in the service area awarded: Gregg, Harrison, Henderson, Kaufman, Panola, Rusk, Smith, Upshur, Van Zandt, Wood, Anderson, Angelina, Cherokee, Houston, Nacogdoches, Sabine, San Augustine, Shelby, Trinity, Chambers, Galveston, Hardin, Liberty, Jasper, Jefferson, Newton, Orange, Polk, San Jacinto, Tyler counties.
- E. Maintain sufficient inventory to supply materials to complete home.
- F. Contractor must prepare and submit completed work invoices on a monthly basis.
- G. Contractor will be required to provide a warranty on parts and labor.

III. PERIOD COVERED:

- A. GETCAP 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 four (4) years contingent upon the contractor's (and his/her subcontractors') performance, program compliance, continued program funding, and GETCAP approval.

IV. BID PRICE

- A. GETCAP reserves the right to establish the rate schedule based on previous procurement and surrounding area pricing for weatherization 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, call for modification in pricing. By submitting a response to this RFP, 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 Department of Energy (DOE) material specifications and must comply with the minimum standards set forth by the Texas Department of Housing and Community Affairs (TDHCA).

Acceptable Bids

V. RESPONSE TO THE RFP

- A. Responses to the Request for Proposal, should be submitted in a sealed envelope, clearly marked on the outside” **GETCAP Weatherization/CEAP/USDA RFP Mechanical 2023...DO NOT OPEN**”, “**Sealed Bid.... the Public is invited**” and addressed to Greater East Texas Community Action Program, Karen Swenson, Executive Director, PO Box 631938 Nacogdoches, TX 75963-1938.
- B. Submittals should include One (1) original of the Proposal Package and are due no later than Monday, January 30, 2023 by 5:00 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 GETCAP (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.

- C. 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 and/or delays to ensure submittals are received on time. If forwarded by priority mail (next-day, Federal Express, etc.), the sealed envelope must be enclosed in another envelope addressed as specified. GETCAP accepts no responsibility for late or misdirected mail.
- D. 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 5:00 P.M., January 30, 2023, will not be accepted and will be returned unopened, to respondent.
- E. Contractors who require additional information or clarification must submit requests in writing only, by fax at (936) 462-9157 or by email at jharkness@get-cap.org, no later than 4:00 P.M., Friday, January 14, 2023. **Verbal requests for clarification will only be addressed at the RFP Conference. It is the responsibility of the contractor submitting proposal to confirm that the request has been received.**
- F. Responses to the requests for clarification will be posted at get-cap.org no later than January 19, 2023, 5:00 p.m. CDT. Contact Chris Harkness, Weatherization Coordinator at (936) 585-7212 or by e-mail at jharkness@get-cap.org for more information.
- G. 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.
- H. The contractor shall furnish GETCAP such additional information as may reasonably be required.
- I. The term "As Specified" or "A/S" will not be accepted.
- J. GETCAP will not be liable for any costs incurred in preparing the RFP or associated travel costs. GETCAP reserves the right to conduct pre-contract negotiations with any and/or all potential qualified contractors.
- K. GETCAP will not be liable for any costs not included in the proposal and subsequent contracted-for costs.
- L. GETCAP reserves the right to conduct interviews of any or all qualified contractors prior to selection. GETCAP will not be liable for any costs incurred by the contractors in connection with such interview (i.e. travel, accommodations, etc.).
- M. GETCAP 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 GETCAP.
- N. GETCAP 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 cancelled or not renewed.
- O. Submittals will remain on file in accordance with the Texas Open Records Act.
- P. Contractors must have a minimum of five (5) years, successful experience providing mechanical (HVAC) services in residential homes (experience subject to verification). Applicable experience must be documented on SCHEDULE "3", Experience of Firm/Company/Administrative.
- Q. Contractors must have the personnel, including multiple work crews. Applicable experience must be

documented on Schedule "4" Experience of Field Staff/Work Crews. the tools and equipment required for the program,

- R. Contractor must have the tools and equipment necessary to effectively perform and execute the installation of weatherization measures. Applicable information regarding these criteria shall be recorded in SCHEDULE "5", Tools and Equipment.
- S. 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.
- T. Contractors must be able to comply with all applicable federal, state and local laws and regulations, if applicable, and Lead Safety Standards and Practices; must have and maintain minimum general liability requirements, workers compensation, 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.
- U. Contractors must have the financial capacity (operating cash flow) to allow for payment of up to ninety (90) days after date of GETCAP's final inspection and/or until GETCAP is reimbursed by the funding source for payment of all services.
- V. Contract(s) will be awarded to the contractor(s) whose submittal conforms to the RFP, scoring and is most advantageous to GETCAP. GETCAP reserves the right to reject any/all submittals.
- W. 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.
- X. Proposals may be withdrawn prior to the deadline.
- Y. Proof of Insurance must be presented before awarding any contracts. Adequate personal injury and property damage liability insurance must be maintained the entire period of the contract. Contractor should review existing policies to ensure lead contamination is covered in their policy. General liability insurance and Pollution Occurrence Insurance. Contractor must secure adequate coverage for all units to be weatherized. A Performance Bond will be required for the full amount of the contract when in excess of \$100,000.

VI. **INFOMATION 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, date and service area.

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. Provide a list of the local office's current and prior governmental clients, indicating the type(s) of service performed and the year(s) of engagement.
4. Indicate the local office's experience in providing additional service to governmental entities, by listing the name of each entity, the type(s) of service performed and the year(s) of engagement.
5. 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, lead certified firm, Lead Certified Renovators, EPA Certification, OSHA 10 and 30 Certifications, BPI certifications, RESNET certifications, etc.
6. 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, the reason(s) 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. Certification from SAM.gov that contractor and subcontractors have not been debarred from government contracts.
7. Certify that all trades, construction, plumbing, electric, HVAC, etc. are properly licensed and insured.

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 contractor(s) 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, in chronological order, detail as to the Contractors, as well as employees' work history plus copies of all licenses (professional and driver's), certifications, and training certificates for all personnel – work crews, crew supervisors, administrators, owners,

and subcontractors. 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 most recent bank statement or bank letter signed by a senior bank officer, copies of from the previous tax year or most recent, and/or copies of certified, audited financial statements if available attesting to the firm's financial capacity, stability and viability. Contractors must demonstrate it has the financial resources/capacity to await payments from GETCAP **for up to ninety (90) days following GETCAP's receipt of contractor's invoice and/or until GETCAP has received the grant funds from the State.**
2. Contractors must list "existing" mechanical (HVAC) tools and equipment on hand, that will be used in the performance of the GETCAP WAP contract. Inventory of mechanical tools and equipment should include: digital gauges, duct blaster, monoxer with printers, leak detectors, puffers, ladders, insulation machines, digital cameras (PC compatible), pressure pans, respirators, drill shroud, goggles, electrical testers, tape measures, drills, scaffolding, etc.
3. A listing of proposed subcontractors must be included for approval by GETCAP.
NOTE: PRIOR WRITTEN APPROVAL BY GETCAP 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 Worker's 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.

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.

I) 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.

J) CERTIFICATION SHEET (Complete)

K) ACKNOWLEDGEMENT FORM (Complete)

L) CONFLICT OF INTEREST QUESTIONNAIRE

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

M) BID PROTEST POLICY AND PROCEDURE ACKNOWLEDGEMENT (Complete)

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

A W-9 must be requested and completed.

EVALUATION OF PROPOSALS

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

| EXPERIENCE: | POINT SYSTEM |
|--|---------------------|
| SCHEDULE 1: Record of Past Performance/Experience | 10 points |
| SCHEDULE 2: Safety and Compliance | 10 points |
| SCHEDULE 3: Experience of Firm/Company/Administrative | 10 points |
| SCHEDULE 4: Experience of Field Staff/Work Crews | 16 points |
| SCHEDULE 5: Tools and Equipment | 10 points |
| SCHEDULE 6: Financial Capacity | 15 points |
| SCHEDULE 7: Pricing | 29 points |
| TOTAL | 100 points |

A contract pursuant to this solicitation, if awarded, will be based on Contractor's past performance, 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 GETCAP will award the contract no later than March 1, 2023. The initial contract period, if awarded, will be March 1, 2023, through February 28, 2024. The contract may be renewed annually for four (4) additional years contingent upon contractor's performance, including program compliance, continued program funding, and approval by GETCAP.

VIII. ADDITIONAL INFORMATION

- A. GETCAP will not be liable for any cost incurred in the preparation of this RFP response.
- B. GETCAP 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 GETCAP.

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 GETCAP or its Board of Directors.
- B. It is anticipated that contract will be awarded to the most qualified contractor(s) whose submittal conforms to the Request for Proposal requirements and is most advantageous to GETCAP. 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 GETCAP 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 weatherization services, which results from this procurement process.**
1. Contractor agrees to provide Weatherization services under this contract in the Counties of the service area awarded - Gregg, Harrison, Henderson, Kaufman, Panola, Rusk, Smith, Upshur, Van Zandt, Wood, Anderson, Angelina, Cherokee, Houston, Nacogdoches, Sabine, San Augustine, Shelby, Trinity, Chambers, Galveston, Hardin, Liberty, Jasper, Jefferson, Newton, Orange, Polk, San Jacinto, Tyler counties. 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 in the proper installation of comprehensive weatherization measures as well as the knowledge to understand the use and application of weatherization diagnostic equipment and tools. The contractor is required to conduct blower door test prior, during and after the work (air sealing) has been completed. The air exchange rate must satisfy the desired range as prescribed by the GETCAP Weatherization Inspector. The contractor must also conduct a carbon monoxide test on all combustion appliances in each dwelling. When CO levels exceed 35ppm (parts per million) are detected, the contractor will disregard all air-sealing requirements and notify GETCAP prior to initiating weatherization activities. Should knob-and-tube wiring be discovered during the pre-installation assessment, the contractor must immediately contact the GETCAP 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.
 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 Weatherization and repair materials in a "workman like" and professional manner as directed by Agency policies and Weatherization Field Guides. GETCAP will not be billed for materials transportation or delivery costs. Material must be new and in good condition. GETCAP will not be charged for items, which are damaged prior to or during installation, incidentals, or for wasted or unused (excess/leftover) materials.
 4. 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 GETCAP, and to complete the work within fourteen (14) Calendar Days. Upon completion, a dated invoice 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 GETCAP of any recommended changes; however, no change will be authorized or paid for by GETCAP without GETCAP'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 invoices only for those units fully completed and ready for GETCAP's Final Inspection. Following passing the Final Inspection, the contractor will be contacted and directed to submit the invoice(s) to GETCAP in a regular and timely manner for payment. The contractor must designate a financial/administrative point of contact for accounting purposes. **Pictures of Final Blower Door and Duct Blaster readings, empty caulk and foam tubes, repairs on HVAC units.**

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. GETCAP will not be charged separately for contractor's use of the carbon monoxide or indoor relative humidity (IRH) testing, for the costs of job-related transportation, for tools or equipment needed to perform mechanical 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. **Pictures required.**
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 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 GETCAP is required. Subcontractors are subject to the same standards as the general contractor. Therefore, financial capacity, 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, incomplete work, etc. Should there be any problems found during the agency inspection, agency will do a second follow-up 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 \$250.00 for each and every subsequent inspection. There will be a Ninety (90) day waiver of this to help new contractors achieve perfection. Repetitious returns on final inspections may result in termination of the 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, based on the agencies State Approved Audit. 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 GETCAP or the weatherization client. The warranty effective date will begin on the date on the Building Weatherization Report. Contractor is responsible for providing the weatherization 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 time.
13. 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 GETCAP, GETCAP Board of Directors, GETCAP Weatherization staff and Weatherization clients and in the event an on-the-job illness or injury occurs.
14. 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 Greater East Texas Community Action Program (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.
15. 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.
16. Contractor shall comply with the 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.
17. 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 Agency.
18. The Contractor shall give the Agency complete access to all 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.
19. Agency will notify the funding source upon identification of possible instance of waste, fraud, and the abuse or other serious deficiencies.
20. Contractors will be **required** to have a Blower Door and Duct Blaster in order to receive Work Orders. Time will be allotted to acquire necessary equipment. Time period will be terminated by GETCAP.
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.

SCHEDULE "1"

RECORD OF PAST PERFORMANCE/EXPERIENCE (10 points max)

List below the names, addresses and phone numbers of five (5) mechanical (HVAC) "performance" references (individuals or agencies) for which or whom the contractor has performed weatherization services in the past twelve (12) months. For each 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. Provide explanation/description of work, tools used, materials used, etc., on a separate sheet.

| | | |
|---|--|--|
| REFERENCE (NAME OF AGENCY / COMPANY / CLIENT FOR WHICH / WHOM WORK WAS PERFORMED) (EXPLAIN ALL REFERENCE ACTIVITY ON A SEPARATE SHEET) | | <ul style="list-style-type: none"> • HVAC DUCT WORK/ CENTRAL SYSTEM • ELECTRICAL GAS APPLIANCE CONNECTS • MOBILE HOME HVAC • HEAT PUMP |
| | | Mechanical |
| NAME: | | |
| STREET | | |
| CITY, STATE, ZIP CODE: | | |
| PHONE NUMBER: | | |
| EMAIL: | | |
| NAME: | | |
| STREET | | |
| CITY, STATE, ZIP CODE: | | |
| PHONE NUMBER: | | |
| EMAIL: | | |
| NAME: | | |
| STREET | | |
| CITY, STATE, ZIP CODE: | | |
| PHONE NUMBER: | | |
| EMAIL: | | |
| NAME: | | |
| STREET | | |
| CITY, STATE, ZIP CODE: | | |
| PHONE NUMBER: | | |
| EMAIL: | | |

Maximum of 10 points for Mechanical references (2 point for each reference validated). 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.

Reference Questionnaire:

Questions asked will include the following:

1. Specifically, what work did this firm (or individual) complete? Explain.

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.

SCHEDULE "2"

COMPLIANCE AND SAFETY..... (10 points Max)

STANDARDS and REQUIREMENTS:

Providing our clients with the best possible service begins with the Contractors and Inspectors that we retain to perform the mechanical work. Our standards for health and safety include maintaining a drug free workplace, prime contractors and sub-contractors that employ individuals that have passed pre-employment background checks and pre-employment drug screens.

GETCAP, TDHCA, the Department of Energy, and other agencies require frequent monitoring and review of records and onsite inspections of this work.

SUBMISSION INFORMATION:

SAFETY: 1 Point for each question yes and documentation present

1. Does your company track recordable accidents? If yes, provide documentation.
 2. Does your company utilize the OSHA301 report? If yes, provide documentation.
 3. How many injuries has your company had in the past 3 years? _____ Were they OSHA recordable? Briefly describe major injuries.
 4. Did any of the accidents require a doctor's attention or hospitalization? If Yes, briefly describe.
 5. Does your company maintain an OSHA 300-A log? If yes, provide documentation.
 6. Do your crews have lead abatement equipment and Training to use such equipment?
 7. Does your company perform background checks on all prospective employees? If yes, provide most recent invoice.
 8. Does your company require pre-employment drug testing? If yes, provide most recent invoice.
- Please detail the safety training events, safety Supervisors roles and responsibilities, and safety procedures that are in place today to ensure safe work practices in the client's homes.
 - Describe the employees' personal protective clothing/equipment requirements (such as goggles, masks, hard hats, gloves, etc.) that are required for this work.
 - Please describe your company's processes and procedures regarding record retention and access for individual client work orders, invoicing, OSHA records and logs, payroll records, and the like.

PROGRAM MONITORING: 5 Points - 1 point for each year without major improvements required.

- Provide a list of recent (3 years) projects that were monitored by a State or Federal government agency,
- Describe the preparation, presentation, and suggested improvement actions that were received by the government agency.

SCHEDULE "3"

EXPERIENCE OF FIRM/COMPANY/ADMINISTRATIVE..... (10 points Max)

State the number of years the Contractor (firm) has performed residential or home repair or weatherization:

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

___ Number of years in HVAC repair (EXPLAIN) **5 Points**

___ Number of years in weatherization/mechanical (HVAC) services. (EXPLAIN) **5 Points**

NOTE: Points will be awarded 1 point for <5 years' experience, 2 points for 5 years and 5 points for 10+ years' experience.

Weatherization/Comprehensive Energy Assistance Program – RFP 2023

- Will you or your firm personally perform the HVAC work pursuant to this solicitation? Document each individual’s knowledge and Texas Air Conditioning License (TACL) # below.

| NAME | TACL # | MANUAL J PREPARATION | | MANUAL S PREPARATION | |
|------|--------|-------------------------|----|-------------------------|----|
| | | YES | NO | YES | NO |
| | | YES | NO | YES | NO |
| | | YES | NO | YES | NO |
| | | YES | NO | YES | NO |
| | | YES | NO | YES | NO |
| | | YES | NO | 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 employee assigned to this contract. Please attach copy of HVAC License.

SCHEDULE “5”

TOOLS AND EQUIPMENT..... (10 points)

| TOOLS / EQUIPMENT | COMPANY OWNED | IF YES ENTER QUANTITY ON HAND | IF NO, DO YOU HAVE IMMEDIATE ACCESS | POINTS |
|--|----------------------|--------------------------------------|--|---------------|
| DIGITAL GAUGES | YES NO | | YES NO | 2 |
| DUCT BLASTER | YES NO | | YES NO | 3 |
| PRESSURE PANS | YES NO | | YES NO | 1 |
| MONOXER WITH PRINTERS / LEAK | YES NO | | YES NO | 3 |
| DETECTORS/PUFFERS/RESPIRATORS/ DRILL SHROUD | YES NO | | YES NO | 1 |
| DIGITAL CAMERAS/CELLPHONE CAMERA | YES NO | | YES NO | 1 |
| INSULATION MACHINE | YES NO | | YES NO | 3 |

SCHEDULE “6”

FINANCIAL CAPACITY..... (15 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 of a minimum of \$150,000. Include an official bank statement, a bank letter signed by a senior bank officer, and/or a copy of a certified audit or financial report/previous tax year’s report. In addition, provide documentation of your company’s line of credit with trade suppliers (Home Depot, Lowe’s, etc.) for up to 90 days. **(Max 5 Points)**

2. List three trade references from which you (or your firm) have purchased mechanical equipment 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. **(Maximum 10 points, maximum 2 points for each confirmed, 1 point for recommendation, 1 point for reference relationship at least 2 years)**

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

Weatherization/Comprehensive Energy Assistance Program – RFP 2023

.....OPTIONAL ADDITIONAL TRADE/CREDIT REFERENCES....

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

| | |
|--|--|
| 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?” | |
| QUESTION FIVE: | |
| “Do you have any comment?” | |

Weatherization/Comprehensive Energy Assistance Program – RFP 2023

Maximum of -5 points. -5 Points for any yes answered.

1. Have you been involved in a professional bankruptcy? _____
If yes, please explain.

2. Are there any liens against your firm? _____
If yes, please explain.

3. Are there any lawsuits against your firm? _____
If yes, please explain.

4. Have any complaints been filed against your firm with the Better Business Bureau? _____
If yes, describe the nature of the complaint and its resolution:

SCHEDULE “7”

PRICING..... (29 points)

Material Specification Book for HVAC (MSB)

5 points (-1 point or each missing or unorganized item).

Material Specifications are for all HVAC units between 1.5 and 5 ton, and 50k to 100k for gas units. MSB must be organized in a binder with a tab per category. The following should be listed as your tabs:

1. Heat Pump System
2. Mobile Home Heat Pump System
3. Heat Pump Package Unit
4. Condenser/Coil System (Gas)
5. Ducted and Ductless Mini Splits
6. Mobile Home Cond/Coil System (Gas)
7. 90% Gas Heat System
8. 90% Gas Mobile Home System
9. Miscellaneous

PRICE

23 points

| | |
|-----------------------|-----------|
| Best Pricing | 23 points |
| Second Lowest Pricing | 18 points |
| Third Lowest Pricing | 13 points |
| Fourth Lowest Pricing | 10 points |

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 Weatherization Coordinator, Greater East Texas Community Action Program (GETCAP).

| | | |
|------------------|--------|-----------|
| 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 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 GETCAP 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: |
| ADDRESS | Application Procurement or Solicitation #, if any: | Federal Employer Tax Identification #: |

READ CAREFULLY BEFORE SIGNING THIS CERTIFICATION. Federal regulations require contractors, bidders, and sub grantees to sign and abide by the terms of this certification, without modification, in order to participate 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 Greater East Texas Community Action Program (GETCAP) 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), GETCAP may pursue on its own available remedies, including contract termination, suspension and debarment.
3. The prospective vendor/grantee shall provide immediate written notice to GETCAP, Attn.: Karen Swenson, Executive Director, 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.

Weatherization/Comprehensive Energy Assistance Program – RFP 2023

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 GETCAP.

Do you have or do you anticipate having sub-vendors/sub-grantees under this proposed agreement?

YES NO

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.
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 Non procurement Programs. GETCAP 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, GETCAP or its applicable funding agency(s) may pursue available remedies, including contract termination, suspension and/or debarment.

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

Check the statement that applies to the potential vendor/grantee:

1. The prospective vendor/grantee certifies by submission of this certification, that neither it nor its principals:
 - a. Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal or State department or agency; and
 - b. Have, within a three-year period preceding this certification, been convicted of or had a civil judgment rendered against them for fraud; committed a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract; violated Federal or State antitrust statutes; committed embezzlement, theft, forgery, bribery, falsification or inappropriate destruction of records; or received stolen property; and
 - c. Is presently indicted for or otherwise charged by a government entity (Federal, State, or local) with the commission of any of the offenses enumerated in the preceding paragraph (b) of this certification; and
 - d. Have, within a three-year period preceding this certification, had one or more contracts or transactions (Federal, State, or local) terminated for cause or default.

2. The potential vendor/grantee is unable to certify to one or more of the terms in this certification. In this instance, the potential vendor/grantee must attach a signed and dated explanation for each of the above terms, 1(a) through 1(d), to which it cannot certify.

| | |
|-----------------------------------|--|
| NAME OF POTENTIAL VENDOR/GRANTEE: | |
|-----------------------------------|--|

| | |
|---|--|
| | |
| Signature of Authorized Representative | Printed/Type Name & Title of Authorized Representative |

| |
|-------------|
| Date: _____ |
|-------------|

Bidder Protest Policy and Procedures

ACKNOWLEDGEMENT FORM

Bidding procedures, bidder selection, and subsequent bidder protest or appeals will be conducted in accordance with applicable local, state and federal procurement regulations and protest procedures established by **Greater East Texas Community Action Program (GETCAP)**.

Any protest of the proposed award of the bid to the bidder deemed the best qualified bidder must be submitted in writing to **GETCAP, 206 Mimms Ave., Nacogdoches, Texas 75961** no later January 30, 2023, at 5:00pm.

The initial protest must contain a complete statement of the basis for the protest. The protest must state the facts and refer to the specific portion of the document or the specific statute that forms the basis for the protest. The protest must include the name, address and telephone number of the person representing the protesting party.

A subcontractor of a party filing bid on this project may not submit a bid protest. A party may rely on the bid protest submitted by another bidder but must timely pursue its own protest.

The procedure and time limits set forth in this policy are mandatory and are the bidder’s sole and exclusive remedy in the event of a bid protest. The bidder’s failure to fully comply with these procedures shall constitute a waiver of any right to further pursue the bid protest.

Greater East Texas Community Action Program shall review all timely protests prior to awarding of a bid. **GETCAP** shall not be required to hold an administrative hearing to consider a timely protest but may do so at its option. At the time of the consideration of the award of the bid, **GETCAP** shall also consider the merits of any timely protests. **GETCAP** may either accept the protest and award the bid to the next lowest responsible bidder or reject the protest and award to the lowest responsible bidder. Nothing in this policy shall be construed as a waiver of **Greater East Texas Community Acton Program’s** right to reject all bids.

| | |
|--------------------------------------|--|
| NAME OF POTENTIAL VENDOR/GRANTEE: | |
|--------------------------------------|--|

| | |
|---|---|
| | |
| Signature of Authorized Representative | Printed/Type Name & Title of Authorized Representative |

| |
|-------------|
| Date: _____ |
|-------------|