

# Request for Qualifications Specification No. RFQ07212022

# for

# **CEDA Weatherization (WX) Single Family General Contractors**

Submittals from minority, women and disadvantaged business enterprises are encouraged.

Late proposals will not be accepted.

CEDA will accept electronic copies of the submittals however, if your submittal is too large to send electronically it is <u>YOUR</u> responsibility to get it turned in by the submittal date. Electronic submissions should be sent to <u>slittle@cedaorg.net</u>.

Questions are due by Monday, August 22, 2022 by 3:00pm

Submissions are due by Thursday, September 1, 2022 by 3:00pm

# DELIVERY BY HAND OR MAIL

CEDA 567 W. Lake Street, Suite 1200 Chicago, IL 60661 Attn: Procurement

# ENVELOPES MUST BE LABELED

WX Single Family General Contractors Specification No. RFQ07212022

# PRE-PROPOSAL MEETING

The meeting will be hosted by Microsoft Teams and will be held on Tuesday, August 16, 2022 from 10:00AM – 12:00PM.

**NOTE:** In order to attend the meeting, responders will be required to email Shawnee Little (slittle@cedaorg.net) your contact information prior to the meeting to obtain the link.

# **RFQ SUBMISSION CHECKLIST**

Proposals submitted by contractors must contain the forms and items listed in Parts I and II below in order to be considered for a contract award. Please ensure that you have completed the forms and indicate such by placing an "X" next to each completed item:

# Part I: The following required documents are provided in the IFB and must be fully completed:

- 1. Cover Sheet
- EXHIBIT A Insurance Requirements
- 2. EXHIBIT B Contractor's Affidavit (including Debarment Information)
- 3. EXHIBIT C Diversity Form
- 4. EXHIBIT D Certification Process Regarding Lobbying
- 5. EXHIBIT E Business Information and References
  - Exhibit F Labor and Material Rate Survey Acknowledgment
- 6. Exhibit G Certificate of compliance with Illinois Drug-Free Workplace
- 7. EXHIBIT H Statement of Contractor Qualifications
- 8. EXHIBIT I Equipment Availability Form
- 9. EXHIBIT J Proposed Subcontractors
- 10. EXHIBIT K Authorization and Release Information
- 11. EXHIBIT L Certificate of Health and Safety Training (certificates should be included)
- 12. EXHIBIT M Lead Safe Work Practices
- 13. EXHIBIT N Master Contractor Release of Lien Agreement
- 14. EXHIBIT O Completion Schedule Warranty
- 15. EXHIBIT P Appeal / Protest Form
- 16. EXHIBIT Q IHWAP Weatherization Standards Manual Agreement
- 17. EXHIBIT R IHWAP Standards for Weatherization Materials Agreement
- 18. EXHIBIT S Certification Regarding Weatherization Materials
- EXHIBIT T EPA Lead-Based Paint Renovation, Repair, and Painting Training 19. Acknowledgement
  - EXHIBIT U Conflict of Interest
- 20. EXHIBIT V Availability of Safety Data Sheets
- 21. EXHIBIT W Availability of Safety Data Sheets

# Part II: The following documents are not included in the IFB and must be inserted by the Bidder. All items below must also be included in the Bid submission:

1.	 List of all management staff, including resumes for their management experience
2.	 Documentation of existence of workforce, including name and position title. Contractor must provide payrolls from previous weatherization jobs showing its employees.
3.	 Copy of required Licenses and Certifications, including a valid contractor's license in one of the suburban areas that CEDA serves along with a valid General Contractors license.
4.	 Proof of adequate Current/Existing Insurance Coverage - (Once contract is awarded contractors will also be expected to name CEDA as an additional insured.)
5.	 Tax Returns, Audited Financial Statements, or Unaudited (Compilation, Prepared, Reviewed) for the last two (2) years (Please submit these financial documents in a separate sealed envelope identified as "Confidential.")

# **SECTION 1 INTRODUCTION**

The Community and Economic Development Association of Cook County Inc. (CEDA) is a communityaction agency serving Cook County. It provides economic development and human service programs to address the needs of low-income residents and the underlying conditions that cause those needs. CEDA provides a variety of services in Cook County, Illinois, including but not limited to, Head Start, WIC, Emergency Services for Homeless and Nearly Homeless individuals, Housing Services and Economic Development, and Illinois Home Weatherization Assistance Program.

The Illinois Home Weatherization Assistance Program (IHWAP) is designed to help low-income residents save energy and money while increasing the comfort of their homes. CEDA administers this program to low-income homeowners and qualified renters to help to make their homes more energy efficient. It is CEDA's intent that this Request for Qualifications (RFQ) permits competition.

#### **SECTION 2 SCOPE OF SERVICE**

The Weatherization (WX) Program requires qualified Contractors to perform weatherization services for residential units.

**Single-Family Component:** The Single-Family Program consists of single-family dwellings, buildings with 2-4 units, condominiums or mobile homes. Contractors will be assigned jobs in the homes of eligible persons after the bid is awarded. Prior to beginning the work, Contractors must review the work order. If differences exist, CEDA and Contractor must agree via written change order prior to work beginning. Both task and material deletions and additions require written change orders. Contractors working in the single-family program must have the knowledge, skills, abilities and equipment to perform weatherization retrofits including but not limited to:

- 1. Replacing central heating and cooling systems, including condensing boilers
- 2. Heating system clean and tune and replacement
- 3. Mini-Splits (Heat Pumps)
- 4. Mechanical ventilation
- 5. Combustion safety testing
- 6. Installation of foam insulation including phenolic foam insulation
- 7. Window installation
- 8. Window Air conditioner installation
- 9. Domestic hot water measures
- 10. Blower door directed air sealing
- 11. Dense pack insulation installation
- 12. Mobile home weatherization (belly, wall and attic air sealing and insulation)
- 13. Baseload lightning, refrigerators and freezers
- 14. Water Conservation measures faucet aerators and low flow shower heads

Contractors must also comply with the following.

- 15. Local, State and Federal Code and permitting
- 16. Scaffolding requirements in the City of Chicago
- 17. Quality control monitoring on every job site
- 18. All applicable OSHA and safety requirements.

All work must be performed according to standards outlined in the Illinois Home Weatherization Assistance Program Field Standards (most current edition), see Appendix D. All work must also be performed in adherence to Department of Energy (DOE Weatherization) requirements.

#### 2.1 Expected Goals and Outcomes

See the supplemental attachments such as the Terms and Conditions and Weatherization Standards.

#### 2.2 Assignment of Work

- A. CEDA intends to allocate the issuance of jobs throughout the program year based on the benchmarks established in 2.4 below. However, adjustments may be made based on the requirements of the program.
- B. CEDA intends to assign jobs on a weekly basis based on the quantities stated above if contractor completes jobs timely and performs jobs satisfactorily. This process will be implemented on a region-by-region basis.
- C. If additional capacity is required in a region; CEDA reserves the right to have the awarded Contractors perform Work in any region. Reasons why CEDA may require additional capacity include, but are not limited to, higher than expected volume of work in a specific region and/or the awarded Contractors are not completing the work in accordance with the Contract Documents, assignments of jobs will be based on the on capacity and quality score sheet.
- D. CEDA reserves the right without protest, to change the issuance of work protocols as CEDA deems necessary to ensure the quality of work standards are enforced and completion of IHWAP production goals.

# 2.3 Achievement of Self-Performance Requirement

A. <u>The Contractor shall perform with its own organization and forces the mechanical and/or architectural work amounting to not less than 50% of the total amount of labor hours performed at the Project site.</u> Note: CEDA has determined that the percentage of self-performance is a critical performance criterion. As such, failure to achieve or exceed the self-performance requirements will constitute a reason to terminate the Contract. As requested by CEDA, the Contractor shall provide a report monthly showing the amount of self-performance will be made by examination of the Contractors Payrolls. The percentage calculation does not include field superintendents or office management personnel. Compliance with the self-performance requirement will be based on the cumulative amount of Work self-performed on all Projects as a percentage of cumulative amount of Work performed under the Contract.

# 2.4 Capacity Evaluation

- A. CEDA will consider capacity of Bidders as it relates to the number of jobs that a contractor can reasonably undertake at any one time and complete within the required number of working days. This evaluation will be part of the responsibility/responsiveness review. For the purpose of identifying the minimum capacity of Bidders, CEDA will use the following benchmarks:
  - 1. <u>Large Capacity:</u> Number of Units in one Month: 30 units per month or average of 6 units per week.
  - 2. <u>Small Capacity:</u> Number of Units in one Month: 10 units per month with an average of 2 per week.
- B. The benchmark for number of units above will be used to evaluate the capacity of a contractor; however, it is understood that scope of the units will vary and the actual performance of the work will be measured based on the actual jobs assigned to the contractor and the schedule submitted by the Contractor and accepted by CEDA.
- C. Contractors who are applying for Large Capacity Contracts will be subject to review of Contractor's ability to deliver the required number of units stated in the Large Capacity requirement above.
- D. CEDA requires submittal of historical proof of the required unit completion capacity by applying contractor.

#### 2.4.1 Contract Amounts

1. The Minimum Contract Value, if any and the Estimated Annual Value for each Contract is provided in the chart below. CEDA has no obligation to issue Work Orders in excess of the Minimum Contract Value.

Contract	Area	Minimum contract amount (per contract)	Estimated Annual Value (per contract)	# of contract awards
Large Capacity	Suburban Cook County	\$25,000	\$3,500,000	1
Small Capacity	Suburban Cook County	\$25,000	\$1,500,000	5
Large Capacity	City of Chicago	\$25,000	\$3,500,000	1
Small Capacity	City of Chicago	\$25,000	\$1,500,000	3

2. The Estimated Annual Value for each Contract is as follows:

# 2.5 Contractor Qualifications

Proposers will need to meet the following qualifications to be considered for contract award:

1. **Mandatory Meetings & Trainings:** Contractors and crew workers hired by the contractor must attend all CEDA Weatherization Program informational meetings and mandated training programs that are targeted to them. The Weatherization program requires all training and certifications outlined in CI-15 when working on homes in IHWAP.

#### 2. Certifications, see CI-15

- A. Before Contractors can start work on Weatherization projects in Cook County, each Contractor must submit proof of certifications or certificates of completion for the following mandatory trainings. Unless otherwise approved by CEDA, all training and worker certification requirements set forth in this section must be met one month before the start of the program year (October 1, 2023). This criterion must be met prior to jobs being issued to the contractor or first availability for state mandated training.
- B. Contract awards will be validated based on proof of necessary training and certifications received by CEDA Weatherization Training Department.
- C. Contractors and associated subcontractors should be prepared for mandatory training. The Illinois Home Weatherization Assistance Program (IHWAP) and CEDA Weatherization (WX) have specific training requirements. In order to help meet those mandatory training requirements, CEDA provides referrals, and resources to industry accredited third party trainings and trainers upon request.
  - 1. Contractors that have been under contract with CEDA Weatherization and/or work at different IHWAP agencies should check to be sure that they have met all the training requirements. That includes all associated subcontractors.
- D. Tracking and compliance: Contractors and associated subcontractors must submit a quarterly Training and certification survey to CEDA Weatherization. An updated survey must be sent to CEDA Weatherization Contractor Relations whenever new staff members are involved in Weatherization work, have updated certification information, or have left the organization.

- E. **Mandatory Certifications and Certifications of Completions:** Before you can start work on Weatherization projects in the state of IL, you must submit proof of your certifications or certificates of completion for the following mandatory trainings. All subcontractors working on weatherization jobs must meet these requirements as well. Neither CEDA WX nor IHWAP are responsible for the training or oversight of subcontractor certifications. The General Contractor must confirm that all subcontractors hold and maintain the mandatory IHWAP training and certifications.
- F. **National Certifications:** The Department of Energy requires all weatherization firms in the US to have these three certifications. These certifications can be received from multiple vendors in the US. The General Contractor and Subcontractors must have these certifications before beginning a weatherization job in IL:
  - Environmental Protection Agency/Renovate Repair and Paint (EPA/RRP) Certification – Contractors must be firm certified with the EPA for EPA/RRP. Firm certification expires every five years so please ensure your firm certification is up to date. In addition to the firm certification, your architectural crews are required to have at least one person with an EPA RRP certification on every worksite at the beginning and end of all jobs that require lead safe work.
    - a. The EPA enforces this certification with massive fines.
  - 2. **OSHA 10 Hour Certification** All of your architectural and mechanical crew members are required to have this certification.
  - 3. **OSHA Confined Space Certification** All contractor and associated subcontractors crew members are required to have this certification.
    - a. All contractor firms are required to submit a confined space safety plan.
  - 4. **Worker Safety Training:** All contractors and associated subcontractors must comply with all Federal, State, and local worker safety training requirements, standards, regulations, and work practices. CEDA Weatherization is not responsible for the oversight or compliance with any and all applicable regulations related to worker safety and Weatherization. Contractors and associated subcontractor are solely responsible for compliance of any and all applicable regulations related to worker safety and Weatherization.
- G. **State Certifications:** The State of IL requires all IHWAP firms to have these Two (2) certifications or certificates of completion. These certifications are IHWAP specific.

# 1. Dense Pack and Air Sealing Training:

Every crew member who installs dense pack insulation for your firm must be trained and have a certificate of completion.

# 2. IHWAP Combustion Safety Field Training:

All of your mechanical and architectural crew leaders are required to perform combustion safety on every WX job at the end of every workday and at completion of each job. A certificate of completion for this training is only awarded to your firm's Architectural and Mechanical Training Liaisons. It is the responsibility of your training liaison to train your crew leaders and subcontractors how to perform combustion safety testing.

# 3. IHWAP HVAC for New Contractors Training

All contractors, associated subcontractors, and crew members that perform any mechanical work are required to successfully complete the IHWAP HVAC for new contractors training.

4. IHWAP Architectural Crew Leader Training

All contractors, associated subcontractors, and crew leaders that perform any architectural work are required to successfully complete the IHWAP Architectural Crew Leader Training.

# 5. IHWAP Enhanced Health and Safety Protocol

All contractors, associated subcontractors, and crew leaders that perform any architectural work are required to successfully complete the IHWAP Enhanced Health and Safety Protocols training and comply with the required protocols.

# H. CEDA Required Certifications -

#### 1. Foam Insulation Certification

- a. Phenolic Foam
  - i. CEDA requires any and all contractors and subcontractors to have a manufacturer material training certificate.
  - ii. Contractors must provide CEDA a copy of all their company and crew certifications.
- 2. Advanced Diagnostics training: All contractors and associated architectural subcontractors must attend a hands-on advanced building pressure diagnostics training. The training will include but is not limited to Zone Pressure Diagnostics (ZPD), pressure pan and fan flow measurement.
- 3. Weatherization Retrofit Installer/Technician Intermediate WAP Certification (formerly known as Building Envelop or Architectural certification):
  - a. At least one crew leader on all of your architectural crews and the Primary Owner or Managing Director of your firm must have a certificate of completion for this class.
  - b. Prerequisites for Retrofit Installer / Technician Certification
    - i. All items below are required prior to taking the written and/or field certification exams:
      - 1. Education: GED/high school diploma OR equivalent education from another country **OR** state career readiness certificate (with a minimum score of 3 in each work key) **OR** additional points explained below:
      - If you have a GED/high school diploma or equivalent from another country OR a state career readiness certificate, you must obtain a minimum of 35 points from any combination of activities below:
        - i. If you do not have a GED/high school diploma or equivalent from another country **OR** a state career readiness certificate, you must obtain a minimum of **50 points** from any combination of activities below:
        - Industry specific experience (in energy efficiency & renewable energy) (installing windows, doors, heating systems, insulation, air sealing, etc); maximum of **30 points 10 points** for each 500 hours
        - iii. Building experience (framing, roofing, drywall, siding, etc); **maximum of 10 points 5 points** for each 1,000 hours
        - iv. Training from industry specific training center (training whose content can be matched against and lines up with the content of the job task analysis for the certification); maximum of 10 points 5 points for every 16 hours
        - v. Industry certifications (RESNET, BPI, NATE, EPA). Other certifications also considered; **maximum of 10 points 5 points** per certification

- 4. **OSHA 30 Hour Certification** All of your architectural and mechanical crew leaders are required to have this certification.
  - a. Every weatherization job site must have a crew member identified as the "crew leader".
- 5. ICC Energy Efficiency Installer Certification

https://www.icc.illinois.gov/authority/energy-efficiency-measures-installer

- 6. HVAC Requirements
  - a. Every Weatherization Project with an HVAC scope of work will always require a certified HVAC Installer/Technician on site during work in progress.
  - b. A Certificate from an accredited certifier must submitted at time of bid submission. The information submitted to comply with this mandate is subject to review and research by CEDA.

# 7. CEDA Enhanced Health and Safety Protocols

- a. CEDA has implemented measures to comply with the IHWAP Enhanced Health and Safety Protocols. All contractors and associated subcontractors shall complete CEDA's training and comply with the required protocols.
- 3. **Experience**: Selected contractor(s) must have a minimum of three (3) consecutive years in business as a general contractor. Contractors bidding on any contract are required to have a minimum of three (3) years of Weatherization or other documented experience in completing home weatherization work. The decision of whether or not the documented weatherization experience is satisfactory for the award of any contract will be in the sole opinion of CEDA. Contractor must provide information on experience and references in the following areas:
  - b. Attic, basement, crawl space, and sidewall insulation
  - c. Air bypass sealing (Sealing building envelope, reducing air infiltration).
  - d. Caulking and weather-stripping
  - e. Window and door replacement and repair
    - i. Scaffolding requirements in the City of Chicago
  - f. High Efficiency Furnace/Boiler cleaning, tuning, repair, retrofit or replacement (single family)
    - i. Large Central Heating systems (2-4 unit buildings)
    - ii. Large Domestic Hot Water Heaters (2-4 unit buildings)
  - g. High efficiency split systems, Variable Refrigerant Flow (VRF) systems, and Heat pump systems.
  - h. Steam boiler replacement/repair.
  - i. Hydronic distribution systems diagnostic, retrofit, and repairs.
  - j. Mobile home weatherization/energy conservation measures installation.
  - k. Dense-pack insulation (CELLULOSE AND FIBERGLASS)
  - I. Phenolic foam or equivalent injection foam insulation installation.
  - m. Mechanical ventilation installation
  - n. Combustion safety testing
  - o. Quality control inspections
  - p. Blower door directed air sealing/air infiltration reduction
  - q. Blower door and building pressure diagnostics
  - r. Installation of energy conservation measures.
- 4. License: Contractor must have a valid City of Chicago General Contractors License. CEDA also request that the contractor has a valid business license in a city, town, village or municipality in Cook County and be able to act as a general contractor for Weatherization work.

- 5. **References:** Contractor must have three (3) references from projects that are comparable in scope and size to CEDA Weatherization projects.
- 6. DUNS Number: A Data Universal Numbering System (DUNS) number is now a requirement for general and subcontractor of any business that receives Federal assistance. If a business does not have one, it should call the DUNS number request line at 1-866-705-5711 to obtain a number. The process is free. Please refer to the following website www.dnb.com
- 7. System for Award Management (SAM): Provide a SAM number for general and subcontractor. For information on how to obtain a SAM number for your organization, please refer to the following website: <u>http://www.sam.gov</u>. It is understood that the wait time for SAMs may be beyond the timeline however, if you company is applying for a SAMs Cage Code you can submit the confirmation number or show the pending email that you have applied.
- 8. **Financial Viability:** Contractors must be, in the sole judgment of CEDA, financially viable and have the ability to pay project expenses until payment is forthcoming. Proposers must provide the last two (2) years audit reports (independent audit and schedule of Federal awards) and management letters as well as a copy of the most resent internally prepared financial statement. Must also provide the last two (2) years' Forms 990 or 990-EZ, including all supporting schedules and attachments (also Form 990-T, if applicable).
- Equipment: Contractor must have sufficient equipment to fulfill the work capacity they selected in this bid. Contractor and/or associated subcontractors, in addition to standard contractor equipment, are required to maintain the following equipment:
  - a. Truck or Van
  - b. Tiff- or equivalent-Gas Sniffer
  - c. Digital Camera capable of time and date stamping photographs.
  - d. Insulation Machine with capability of dense packing BOTH CELLULOSE AND FIBERGLASS
  - e. Dense pack Test Box, test gauge and scale
  - f. Phenolic/injection foam machine (for use in cold temperatures heated truck, heated hoses)
  - g. Confined space equipment
  - h. HEPA Vacuum
  - i. EPA RRP containment
- 10. **Specialized Equipment:** Contractor and/or associated subcontractors must have additional specialized equipment prior to the assignment of any work. Example of specialized equipment:
  - a. Calibrated Blower Door and manometer
  - b. Pressure pans, fan flow meter, and diagnostic testing accessories (air current tester, test tubes, probes, tee taps, etc.)
  - c. Combustion Analyzer
  - d. Gas Flow Meter
  - e. Infrared Camera
- 11. **Good Standing:** Contractor must be in Good Standing with the State of Illinois. Respondents must be able to provide valid certification. Inquiries regarding certification can be made at <u>www.cyberdriveillinois.com</u>
  - a. Contractors must provide documentation of good standing from any associated vendors, suppliers, and subcontractors.
- 12. **Workforce:** Contractor must be able to show that they have a workforce. Proof can be provided by a payroll report. The workforce should include work crews, office staff, etc.

# 2.6 Protection of Work and Property Emergency

- A. The Respondent shall at all times safely guard the property owner's property from injury of loss in connection with this contract. He shall at all times safely guard and protect his own work, and adjacent property. He shall replace or make good any damage, loss or injury unless such be caused by the property owner or occupier of the property.
- B. In case of an emergency which threatens loss or injury of property, and/or safety of life, the Respondent will be allowed to act, without previous instructions from CEDA in a diligent manner. He shall notify CEDA immediately thereafter. Any claim for compensation by the Respondent due to such extra work shall be promptly submitted to CEDA for approval.
- C. Where the Respondent has not taken action but has notified CEDA of an emergency threatening injury to persons or damage to the work or any adjoining property, he shall act as instructed or authorized by CEDA.
- D. In case of an emergency which threatens loss or injury of property; and/or safety of life and the Respondent is unavailable or otherwise unable or unwilling to act, CEDA may act and deduct the cost of the action from the amount due to the Respondent.
- E. All Respondents must provide a 24-hour Emergency contact number to CEDA.

# 2.7 Participation of Minority, Women-Owned, Small, Veterans and Disadvantaged Business Enterprises

CEDA is a Community Action Agency in partnership with communities to bring public and private resources to end poverty. CEDA understands the impact that small and minority business can have on poverty. CEDA intends to employ an additional creative solution to the abatement of poverty, by leveraging its procurement dollars in such a way that minority and women business enterprises are stimulated by these funds.

CEDA aggressively seeks minority, women-owned and disadvantaged, veterans and small business enterprises to participate in its procurement activities. Vendors must complete <u>Exhibit C</u> of this document. Certification will be accepted from the City of Chicago, County of Cook, State of IL., Women's Business Development Agencies and the Chicago Minority Business Development Council, Inc.

# 2.8 Labor & Material Rates, Architectural and Mechanical

All selected contractors must agree to a negotiated labor and material rate. Both labor and material cost will be determined through a negotiated process. Upon receipt of the proposals, CEDA will select qualifying contractors to be invited to participate in the negotiation of labor rates/ material cost. All contractors are provided a comprehensive list of material cost and labor rates, based on a thorough analysis process of recent market conditions and pricing. (Exhibit F). There will be an opportunity to review and potentially negotiate, if deemed necessary by the selected contractors, the total measure installation cost (material & labor) at the rate negotiation meeting. If an item or items necessitate negotiation based on contractor input, supporting documentation for the proposed adjustment must be provided at the negotiation meeting. All contractors must agree to be bound by the terms and conditions resulting from the rate negotiation meeting.

#### 2.9 Standards for Weatherization Material

Each product listed in the Labor Rate and Materials Price Survey must meet the specifications set by CEDA and in compliance with Appendix A 10 CFR 440 Standards for Weatherization Materials issued by the Department of Energy. These standards are included as Appendix A of this document. Any products offered by individuals that do not meet those specifications will be rejected. Selected proposers may submit a product exceeding such specifications. For such superiority to be considered during the negotiations the selected proposers must submit documentation clearly demonstrating the product is superior in quality.

# 2.10 Compliance with EPA RRP Protocols

Presence of lead-based paint in pre-1978 homes will be assumed unless testing confirms otherwise EPA's RRP Program Rule (40 CFR Part 745) in pre-1978 homes and proposed changes to this rule (Federal Register/Vol. 75, No. 87/ May 6, 2010) will be complied with, to be superseded by any subsequent final rulemaking or any more stringent state or federal standards. EPA RRP protocols must be followed during all installations.

a. **Appliance Removals**. If/When applicable, the appliances must be disposed of according to the environmental standards in the Clean Air Act (1990), Section 608, as amended by Final Rule, 40 CFR 82, May 14, 1993, USC Title 42, Section 7671g. The entity recovering the refrigerant must possess an EPA-approved Section 608 Type I license or an approved universal certification. The old appliance(s) must be rendered inoperable through recycling and may not be resold, rented, or reused in any fashion. This Act makes it unlawful for any person to dispose of refrigerants in a manner in which they will be allowed to enter the environment. All appliances removed from clients' homes must be taken to a recycling facility. The serial number for the removed unit must be indicated on the receipt or certificate. Contractors must obtain a certificate or receipt indicating the appliance has been accepted by the recycling facility. Appliances removed from clients' homes may not be sold, given away or returned to service in any manner.

# SECTION 3 INSTRUCTIONS TO RESPONDENTS

# **3.1 Instructions**

This RFQ provides potential Respondent with sufficient information to enable them to prepare and submit proposals. This RFQ also contains the instructions governing the submittal of a proposal and the materials to be included therein, including CEDA requirements, which must be met to be eligible for consideration. All proposals must be complete as to the information requested in this RFQ in order to be considered responsive and eligible for award. Respondent providing insufficient details will be deemed non-responsive. CEDA is not obligated, either to purchase the full services or the products proposed by the Contractor, nor to enter into an agreement with any one Respondent.

# 3.2 Pre-Proposal Webinar/Meeting

A Virtual Pre-Proposal Meeting will be held on Tuesday, August 16, 2022 at 10:00AM Central Standard Time. If you would like to join the meeting, please email Shawnee Little at <u>slittle@cedaorg.net</u> for dial-in instructions. This is not a mandatory meeting; however, this meeting is highly encouraged.

#### 3.3 Contract Period

- This is a one-year contract with a base term from October 1, 2022 to June 30, 2023.
- There are (1) optional one (1) year extension on this contract. Both parties must agree to extend the Contract for the option term. If the need arises, CEDA may exercise the option terms at any time.
- All conditions of the Contract shall be in effect for any Work Order issued during the term of the Contract until the Work Order has been completed even if the completion date occurs after the termination date of the Contract.

All awards are contingent on CEDA's need and availability of funds.

#### 3.4 Clarifications/Questions

Questions regarding this RFQ will be submitted in writing to the Contact person listed on the cover page of this RFQ no later than Monday, August 22, 2022 by 3:00PM. Oral interpretations of proposal documents are not binding.

# 3.5 Uniformity

To provide uniformity and to facilitate comparison of Proposals, all information submitted must clearly refer to the page number, section or other identifying reference in this RFQ. All information submitted must be

noted in the same sequence as its appearance in this RFQ. CEDA reserves the right to waive minor variances or irregularities.

# 3.6 Proposal Material

The Proposal material submitted in response to the RFQ becomes the property of CEDA upon delivery to the Department of Procurement and will be part of any contract formal document for the goods or services which are the subject of this RFQ.

# 3.7 Addenda

Should any Contractor have questions concerning conditions and specifications, or find discrepancies in or omissions in the specifications, or be in doubt as to their meaning, they should notify the Department of Procurement no later than Monday, August 22, 2022 by 3:00PM to obtain clarification prior to submitting a Proposal. Such inquires must reference the proposal due date and CEDA RFQ number.

Any clarification addenda issued to Contractors prior to the Proposal due date shall be made available to all Contractors.

Interpretations that change the terms, conditions, or specifications will be made in the form of an addendum to the solicitation by CEDA. If issued, CEDA will post the addenda on CEDA website: www.cedaorg.net. In the event there are any conflicts between the general terms and conditions and any special terms and conditions, the special terms and conditions shall take precedence.

#### 3.8 Contractors Responsibility for Services Proposed

The Contractor must thoroughly examine and will be held to have thoroughly examined and read the entire RFQ document. Failure of Contractor to fully acquaint themselves with existing conditions or the amount of work involved will not be a basis for requesting extra compensation after the award of a Contract.

#### 3.9 Errors and Omissions

The Contractors expected to comply with the true intent of this RFQ taken as a whole and shall not avail itself of any error or omission to the detriment of the services or CEDA. Should the Contractor suspect any error, omission, or discrepancy in the specifications or instructions, the Contractor shall immediately notify CEDA in writing, and CEDA will issue written corrections or clarifications. The Contractor is responsible for the contents of its Proposals and for satisfying the requirements set forth in the RFQ. Contractor will not be allowed to benefit from errors in the document that could have been reasonably discovered by the Contractor in the process of putting the proposal together.

#### 3.10 RFQ Interpretation

Interpretation of the wording of this document shall be the responsibility of CEDA and that interpretation shall be final.

# 3.11 Confidentiality and Response Cost and Ownership

From the date of issuance of the RFQ until the due date, the Contractor must not make available or discuss its Proposal, or any part thereof, with any employee or agent of CEDA. The Contractor is hereby warned that any part of its Proposal or any other material marked as confidential, proprietary, or trade secret, can only be protected to the extent permitted by Illinois statutes.

# 3.12 CEDA Rights

CEDA reserves the right to reject any and all offers, to waive any informality in the offers and, unless otherwise specified by the Contractor, to accept any item in the offer. CEDA also reserves the right to accept or reject all or part of your Proposal, in any combination that is economically advantageous to CEDA.

#### 3.13 Alteration/Modification of Original Documents

The Contractor certifies that no alterations or modifications have been made to the original content of this RFQ or other procurement documents (either text or graphics and whether transmitted electronically or hard copy in preparing this proposal). Any alternates or exceptions (whether to products, services, terms,

conditions, or other procurement document subject matter) are apparent and clearly noted in the offered proposal. Contractor understands that failure to comply with this requirement may result in the proposal being disqualified and, if determined to be a deliberate attempt to misrepresent the proposal, may be considered as sufficient basis to suspend or debar the submitting party from future procurement opportunities.

#### **SECTION 4 EVALUATION PROCESS**

# 4.1 Proposals Evaluation and Award

Proposals will be evaluated based on the quality of the Contractors credentials and experience. Evaluation of proposals is the sole responsibility of CEDA and based totally on CEDA's assessment of responses. The CEDA Procurement Director reserves the right to enter into agreement or reject any or all proposals when, in his/her opinion, the best interest of CEDA will be served.

#### Interviews

CEDA reserves the right to interview any and all Vendors to discuss rates, hours, etc. and to negotiate best and final pricing. Vendor agrees to participate in any subsequent meetings or presentations requested by CEDA in the evaluation of this proposal.

#### **Contract Award**

CEDA plans to award a contract from this RFQ to the firm that most thoroughly meets the qualifications set forth in this document. CEDA reserves the right to review all proposals submitted for a maximum period of forty-five (45) days after the date of submission, and by submitting a proposal, the Vendor agrees that the amount specified in the proposal shall remain in full force and effect for the forty-five (45) day period. No Vendor shall modify, withdraw, or cancel its proposal or any part thereof for sixty (60) days after the date of submission.

The selected proposal(s) must enter into an Agreement with CEDA within fifteen (15) days following its notification of selection. CEDA in its sole discretion may extend the period up to a maximum 3-day period. CEDA may replace the selected proposal with a replacement if the selected proposal does not sign the Agreement with CEDA by the end of the 15th day or extended period.

# 4.2 Payment and Performance Bond

For each individual contract, the successful Awardee(s) shall furnish a payment and performance security in the form of a bond in the amount listed below. The successful Awardee(s) must submit the Payment and Performance Bond prior to Contract award. The Responder shall acquire the bond at its own expense with a surety company having a policy holders rating of not lower than "A" and a financial rating not lower than "-AAA" in Best's Insurance guide (current addition). A Contractor's failure to satisfactorily complete an assigned job will result in invoking the Payment and Performance bond, as liquidated damages so that weatherization work can be successfully complete in the affected home.

Contract	Area	Amount of Payment and Performance Bond
Large Capacity	Suburban Cook County	\$250,000
Small Capacity	Suburban Cook County	\$250,000
Large Capacity	City of Chicago	\$250,000
Small Capacity	City of Chicago	\$250,000

# 4.2.1 Surety Company

Bidders must use a responsible surety company listed on the U.S. Treasury List of Approved Sureties, with an AM Best rating of A-Class VII or better and licensed to do business in the State of Illinois to issue and sign IFB bonds, and the payment and performance bonds of the type required hereunder by CEDA. In the event that a surety is downgraded during the term of a bond and no longer appears on the U.S. Treasury List of Approved Sureties or is downrated by AM Best, Responder shall promptly supply CEDA with a replacement bond issued by a surety that meets the surety qualification requirements stated herein.

# 4.2 Responsiveness Review

CEDA will review by way of Procurement, all proposals to ascertain that they are responsive to all submission requirements.

#### 4.3 Acceptance of Proposals

CEDA reserves the right to reject any or all Proposals or any part thereof, to waive informalities, and to accept the Proposal deemed most favorable to CEDA.

#### 4.4 Evaluation Process

Proposals will be scored on a one hundred (100) point scale by an evaluation committee. The committee will evaluate all responsive proposals in accordance with the evaluation criteria detailed below.

This evaluation process may result in a short-list of proposals. The evaluation committee, at its option, may request that all or short-listed Contractor make a presentation, offer customer testimonials or reference, submit clarifications, schedule a site visit of their premises (as appropriate), provide a best and final offer, respond to questions, or consider alternative approaches.

#### 4.5 Right to Inspect

CEDA reserves the right to inspect and investigate thoroughly the establishment, facilities, equipment, business reputation, and other qualification of the Contractor and any proposed sub-contractors and to reject any Proposal regardless of price if it shall be administratively determined that in CEDA's sole discretion the Contractor is deficient in any of the essentials necessary to assure acceptable standards of performance. CEDA reserves the right to continue this inspection procedure throughout the life of the Contract that may arise from this RFQ.

# 4.6 Selection Process

Upon review of all information provided by shortlisted Respondent(s), the evaluation committee will make a recommendation for selection to the Procurement Manager for concurrence and submission to CEDA Board of Directors. CEDA reserves the right to check references on any projects performed by the Contractor whether provided by the Contractor or known by CEDA. CEDA intends to select a proposal that best meets the needs of CEDA and provides the best overall value.

#### **SECTION 5 EVALUATION CRITERIA**

#### 5.1 Responsiveness of Proposal

Respondent is compliant with all the submission requirements of the RFQ.

# 5.2 Evaluation Criteria

The following criteria will be utilized by the Evaluation Committee to assist with the evaluation:

	EVALUATION CRITERIA	POINTS
Years	and Quality of Experience	0-25
•	Contractor's years of experience must meet or exceed three (3) years related experience in the following fields	

<ul> <li>Weatherization, Home Performance, Utility Energy Efficiency Work.</li> <li>Contractors should have a valid business and/or General Contractors (GC) License. A Chicago GC Contractors license is required for work in Chicago.</li> <li>Quantifiable evidence of work completed in related home performance projects.</li> </ul>	
<ul> <li>HVAC Certification</li> <li>Company has certified HVAC workers that have successfully completed an industry recognized accredited certification.</li> <li>Must have quantifiable evidence of completing HVAC projects that match the measures and scope of work that will be facilitated in IHWAP.</li> </ul>	0-20
<ul> <li>Equipment</li> <li>Adequacy of existing equipment</li> <li>Contractors must provide evidence that they have the equipment required to complete weatherization projects.</li> </ul>	0-20
<ul> <li>Financial History/Capability</li> <li>Company financial viability and ability to pay project expenses etc. as is evidenced by financial statements, bank, and supplier references</li> </ul>	0-20
Minority, Women-Owned, Small, Veterans and Disadvantaged Business Enterprises (Must Provide Certified Paperwork)	0-10
<b>Quality of Professional References</b> Quality of references will be evaluated based on the rating provided by the reference and the similarity of work to that which is requested in this RFQ. Contractors that have previously worked in the CEDA Weatherization or LIHEAP Furnace Assistance program cannot use CEDA as a reference.	0-5
TOTAL	100

CEDA plans to award a contract from this RFQ to the firm that most thoroughly meets the qualifications set forth in this document.

# **SECTION 6 SUBMISSION OF PROPOSAL**

#### 6.1 Instructions for Submission

#### 6.1.1 Time for Submission

Proposals shall be submitted no later than the date and time indicated for submission in this RFQ. Late submittals will not be considered.

#### 6.1.2 Format

Proposals not containing the following submittal requirements may be deemed nonresponsive to this RFQ. Respondents shall present their proposals which, if accepted by CEDA in its entirety, shall be binding between the parties. Each Respondent is encouraged to organize their submittal in such a way as to follow the submittal requirements listed herein. CEDA will accept responses via email. All emailed responses should be sent to <u>slittle@cedaorg.net</u>. You may have to split the number of emails that you send as the largest file that can be sent at any time is 27mb.

#### 6.1.3 Complete Submission

Respondents are advised to carefully review all the requirements and submit all documents and information as indicated in this RFQ. Incomplete proposals may lead to a proposal being deemed nonresponsive. Nonresponsive proposals will not be considered.

#### 6.1.4 Packaging and Labeling

If delivering by hand or mail, the outside wrapping/envelope shall clearly indicate the RFQ title and date and time for submission. It shall also indicate the name of the Respondent.

#### 6.1.6 Timely Delivery of Proposals

The proposal must be received by the submittal date that is listed in this RFQ. If using an express delivery service, the package must be delivered to the designated building. **Respondents are responsible for the on-time delivery no matter the method of submission**.

# 6.1.7 Schedule of Revisions to RFQ Schedule

Should the Respondent consider that changes in CEDA's RFQ schedule are required; the Respondent shall submit a revised summary schedule with an explanation for the revision for CEDA's review. CEDA will be under no obligation to accept revised schedules.

#### 6.1.9 Ambiguities, Conflicts or Other Discrepancies in the RFQ

If a Respondent perceives any ambiguity, conflict, discrepancy, omission, or other uncertainty in the Request for Qualifications, they shall immediately notify the Department of Procurement of such uncertainty in writing and request clarification of the perceived uncertainty. Procurement will make all clarifications known by issuing a written notice to all parties who have received this RFQ from the Department of Procurement. The Respondent is responsible for fully understanding any perceived ambiguity, conflict, discrepancy, omission, or other uncertainty in the Request for Proposals prior to submittal of the proposal.

# 6.2 Submission Requirements

#### 6.2.1 Cover Letter

The cover letter shall be signed by an authorized representative of the Respondent. The letter shall indicate the Respondents commitment to provide the services proposed at the price and schedule proposed.

#### 6.2.2 Tabbed Table of Contents

#### 6.2.3 Experience

Describe the company's' previous experience with doing projects of similar type as described in the Scope of Services. Provide those skills that demonstrate prior experience in providing similar services. Provide at least five (5) contract examples.

#### 6.2.4 Certifications

Provide all proof of all certifications and trainings (see Section 2.5 Contractor Qualifications, #1 Certifications).

# 6.2.4 Equipment

List all and provide evidence off all equipment listed in Exhibit I.

#### 6.2.5 Financial Capability

See the requirements in Section 2.5 Contractor Qualifications, #8 Financial Viability.

#### 6.2.6 MBE/WBE/SBE/DBE/VBE Participation

If the Contractor is a minority vendor, please complete <u>Exhibit C</u> of this document. Certifications will be accepted from the City of Chicago, CEDA of Cook, State of IL., Women's Business Development Agencies' Chicago Minority Business Development Council, Inc. Other certifications may be accepted at CEDA's discretion. <u>Please include</u> <u>a copy of your certification</u>.

# 6.2.6 Fully Executed Exhibits to this RFQ

Exhibits A-W

#### 6.2.8 Legal Actions

Contractors shall include a detailed description of any disputes they currently are involved in, as well as, a complete list of any lawsuits, judgments occurring within the last five (5) years, and all current liens pending, if applicable.

#### 6.2.9 System for Award Management (SAM)

Provide a SAM number. For information on how to obtain a SAM number for your organization, please refer to the following website: <u>http://www.sam.gov</u>

#### 6.2.10 Dun and Bradstreet

Provide a Dun & Bradstreet number. For information on how to obtain a D&B number for your organization, please refer to the following website: <u>http://www.dandb.com</u>

#### 6.2.8 Independence and Conflict of Interest

Discuss the firm's independence with respect to CEDA. Provide information regarding any real or potential conflict of interest. Failure to address any potential conflict of interest upfront may be cause for rejection of the proposal.

#### 6.2.9 Insurance

Provide proof of <u>current</u> liability insurance coverage.

#### 6.3 Proposal Evaluations and Award

# 6.3.1 Contract Negotiations

CEDA Weatherization will host a Contractor Negotiation Meeting for those respondents selected for award. CEDA reserves the right to interview any and all Contractors to discuss rates, hours, etc. and to negotiate best and final pricing for the rates listed in EXHIBIT F. Contractor agrees to participate in any subsequent meetings or presentations requested by CEDA in the evaluation of this proposal.

# 6.3.2 Contract Award

CED is looking to award a minimum of ten (10) contracts from this RFQ. A contract will be awarded to the Contractor whose proposal, in the sole judgment of CEDA most thoroughly meets the qualifications outlined in this document. CEDA reserves the right to review all proposals submitted for a maximum period of thirty (45) days after the date of submission, and by submitting a proposal, the Contractor agrees that the amount specified in the proposal shall remain in full force and effect for the thirty (45) day period. No Contractor shall modify, withdraw, or cancel its proposal or any part thereof for sixty (60) days after the date of submission.

The selected proposal(s) must enter into an Agreement with CEDA within fifteen (15) days following its notification of selection. CEDA in its sole discretion may extend the period up to a maximum 3-day period. CEDA may replace the selected proposal with a replacement if the selected proposal does not sign the Agreement with CEDA by the end of the 15th day or extended period.

#### SECTION 7 GENERAL CONDITIONS

# 7.1 Insurance Requirements and Indemnification

Proposal must be accompanied by written evidence of the type and amount of insurance maintained by Contractor. The Contractor shall indemnify, keep and hold harmless its agents, officials, and

employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anyway accrue against CEDA in consequence of the granting of this contract, or which may in anyway result there from, whether or not it shall be alleged or determined that the act was caused through negligence or omission by the Contractor or his employees, of a sub-contractor of his employees, if any, or of CEDA or its employees. The Contractor shall, at his own expense, appear, defend and pay all charges of attorneys and costs and other expenses arising there from or incurred in connection therewith, and if any judgment shall be rendered against CEDA in any such action, the Contractor shall, at his own expenses, satisfy and discharge them. The Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and hold harmless and defend the CEDA as herein provided.

#### 7.2 Investigations Prior to Proposal Award

CEDA may make such investigations as are deemed necessary to determine the ability of the Contractor to perform the work, and the Contractor shall furnish all such information and data for this purpose as CEDA may request. CEDA reserves the right to reject any proposal if the evidence submitted by, or investigation of such Contractor, fails to satisfy it that such Contractor is properly qualified to carry out the obligations of the contract.

# 7.3 Officials or Employees

No officer or employee of the CEDA, or the governing body of the CEDA, who exercises any responsibilities with respect to the purchase to be made, shall during his tenure in office, have any interest, direct or indirect, in any contract or purchase order issued as a result of this proposal process.

#### 7.4 Exemption from Retailers, Occupation or Use Taxes

CEDA is a non-profit corporation recognized by the Internal Revenue Services as a 501 (c) (3) exempt organization and by the State of Illinois as organized exclusively for charitable purposes. CEDA is exempt by law from Retailers Occupation Tax (both State and Local), Use Tax and the Service Use Tax of IL on materials or services purchased in connection with the work. Consultants, Contractor or selected Contractor that perform services for or supply equipment and materials to the CEDA must pay, as a cost of the Work, all existing and future applicable federal, state, and local taxes that apply to them, whether direct or indirect, incurred in connection with the services. The quoted hourly billing rate must include all other Federal, State and/or Local direct or indirect taxes that apply.

#### 7.5 Cost/Ownership of Proposals

CEDA owns all Proposals. Proposals will not be returned to select Sub-Recipient. CEDA shall not be responsible for expenses incurred in preparing and submitting the Proposal. Such costs shall not be included in the Proposal.

#### 7.6 Response to Exhibits

Contractors are required to complete and submit detailed responses to this Proposal, including, but not limited to the submittal requirements set forth in section 6.2 of this document and all Exhibits and applicable schedules.

# 7.7 Confidentiality

The Contractor agrees to keep the information related to all contracts in strict confidence. Contractor agrees not to publish, reproduce or otherwise divulge such information in whole or in part, in any manner or form or authorize or permit other to do so, taking such reasonable measures as are necessary to restrict access to the information in the Contractor possession, to those employees on the Contractor staff who must have the information on a "need-to-know" basis. The Contractor agrees to immediately notify, in writing, CEDA's authorized representative in the event the Contractor determines or has reason to suspect a breach of this requirement.

# 7.8 EEOC

Contractor participating on this agreement must display EEO (Equal Employment Opportunities)/AA (Affirmative Action) posters; they must have established policies, processes and forms to address complaints of discrimination by employees and clients.

# 7.9 Non-Discrimination

Contractor participating on this agreement shall not (1) fail or refuse to hire or to discharge any individual or otherwise discriminate against any individual with respect to his or her compensation, or the term, conditions, or privileges of his/hers employment because of such individual race, color, religion, sex, age, handicap or nationals origin. (2) Limit segregate, or classify employees or applicants for employment in any way which deprives or tends to deprive any individual of employment opportunities or otherwise adversely affect his/hers status as an employee, because of such individuals.

# 7.10 Drug-Free Workplace

Every contract of over \$10,000 shall include the following provisions:

During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractors employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Sub-Recipient's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every sub-contract or purchase order of over \$10,000, so that the provisions will be binding upon each sub-contractor.

For the purpose of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

# 7.11 Appeal and Protest

Unsuccessful Sub-Recipients shall have (5) five calendar days from the date of notification of the contract award to file a written protest with CEDA, through the Procurement Department. The written protest shall include reason(s) for the protest with supporting documentation where appropriate.

Appeal/Protest procedures that are required by federal/state program funding sources shall take precedent where applicable take precedent where applicable. The President/CEO or his designee shall conduct a review of all information/documents submitted by the Respondent and shall take other steps as deemed necessary for a fair and impartial process of review. The President/CEO will render a final decision, which shall be binding and without additional appeal rights.

# EXHIBIT A INSURANCE REQUIREMENTS

Contractors must meet the following CEDA standards and maintain at a minimum the types and amounts of insurance coverage set forth below and must provide CEDA with the certificates evidencing such coverage. CEDA reserves the right to ask for higher levels of coverage.

ТҮРЕ	MINIMUM ACCEPTABLE LIMITS OF LIABILITY
Worker's Compensation	Statutory-State of Illinois
Employers a. Each Accident	\$500,000.00
b. Each Employee Disease	\$500,000.00
c. Policy Aggregate Disease	\$500,000.00 To the fullest extent allowable by law, the policy must include a waiver of subrogation in favor of CEDA.
Commercial General Liability	
a. Per occurrence	\$1,000,000.00
b. General Aggregate	\$2,000,000.00
1. General Aggregate-Per	\$2,000,000.00
Project	\$1,000,000.00
2. General Aggregate Products	\$1,000,000.00
	\$1,000,000.00
Completed Operations	\$100,000.00
Personal and Advertising Injury	\$5,000.00
Fire Legal Liability (any one fire)	To the fullest extent allowable by law, the policy must include a waiver of subrogation in favor of
Medical Expense (any one person)	CEDA.
Umbrella Excess Liability	\$2,000,000.00 over Primary Insurance
(Coverage must be in excess of Commercial General Liability, Automobile Liability, and Employer's Liability. It shall be no more restrictive than the primary coverage listed.)	\$1,000.00 retention for Self-Insured Hazards Each Occurrence
Business Auto Liability (This Policy must provide coverage for all owned, non-owned, and hired autos.)	\$1,000,000.00

CEDA must be named as additional insured on all coverages noted above. Contractors' policies must include Primary and Noncontributory status in favor of CEDA. Contractor must name the following as additional insured on all certificates of insurance:

#### CEDA, its board members, officers, employees, agents, and consultants

All insurance companies must be rated A-VIII or better by the A. M. Best Company.

Contractor's assumption of liability is independent from, and not limited in any manner by, the Contractor's insurance coverage obtained pursuant to this proposal, or otherwise. All amounts owed by Contractor to CEDA as a result of the liability provisions of the Contract shall be paid on demand.

#### EXHIBIT B CONTRACTOR'S AFFIDAVIT

Contractor Name

Contractor Address

**Contractor Telephone Number** 

#### Instructions:

FOR USE WITH ALL CONTRACTS. Every Contractor submitting a bid/proposal to CEDA must complete this Affidavit. Please note that in the event Provider is a joint venture, the joint venture and each of the joint venture partners must submit a separate and completed Contractor's Affidavit. In the event Provider is unable to certify any of the statements contained herein, Provider must contact CEDA and provide a detailed factual explanation of the circumstances leading to Provider's inability to so certify.

I certify that I am authorized to execute this Contractor's Affidavit on behalf of the Proposer set forth above, that I have personal knowledge of all the information set forth herein and that all statements, representations, information and documents provided in or with this Affidavit and attachments hereto are true and accurate.

Proposer may report any change in any of the facts stated in this Affidavit within fourteen (14) days of the effective date of such change by completing and submitting a new Affidavit.

**Company Name** 

Signature of Authorized Officer

Name of Authorized Officer (Print or Type)

Title

All Proposers shall provide the following information with their bid/ proposal/ contract. Complete all blanks by entering the requested information, or, if the question is not applicable, answer with "N/A". If the answer is other, please identify.

1.	Date of	f application:				
2.						
3.	Parent Company:					
4.	Contact Name:			· · · · · · · · · · · · · · · · · · ·		
6.	Mailing	Address [if differ	ent]:			
 7.	Teleph	one (1):				
9.	Fax Nu	ımber:		················		
10.	Websit	e Address:				
11.	E-mail	Address (include	name): _			
12.	Employ	/er's FEIN# / Soc	ial Securit	y #:		
13.	DUNS	#:	1 1 1 1 1 1 1 1			<b>.</b>
14.	SAMs	Cage Code #:				
Coi	ntractor	is a	[] [] []	Corporation Partnership Joint Venture	[ ] Sole Proprietor [ ] Not-For-Profit [ ] LLC	
Dat	te Busin	ess Started:				
SE	CTION	1. For Profit Cor	porations	s, Limited Liability	Corporations, or Not-For-Pro	fit Corporations
	a.	Incorporated in				
	b.	Authorized to do	business	in the State of Illin	ois []Yes []No	
	C.	Names of all off	icers and	directors of corpora	tion (or attach a list)	
		Name & Title				
		<u> </u>		·····		

# **SECTION 2. Partnership**

If the Proposer is a partnership, indicate the name of each partner or attach a list and the percentage of interest of each therein.

Name of Partners	Percentage of Interes
	%
<u></u>	%
	%
	%
	%
SECTIO	N 3. Sole Proprietorships
The Proposer is a sole proprieto any beneficiary:	or and is not acting in any representative capacity on behalf c
[]Yes []No If "No," com	nplete items b and c.
If the sole proprietorship is held whom the agent or nominee hol	by an agent(s) or a nominee, indicate the principle(s) for ds such interest.
whom the agent of hommee hom	
Name(s)	
-	
-	
-	
-	
Name(s)	
Name(s)	address of such person or entity possessing such control ar
Name(s)	address of such person or entity possessing such control ar
Name(s)	address of such person or entity possessing such control an ch control is being or may be exercised: TION 4. Joint Venture ure, indicate the name of each partner or attach a list and the
Name(s)         If the interest of a spouse or any legal entity, state the name and the relationship under which successful to the relationship under which successful to the second se	address of such person or entity possessing such control and ch control is being or may be exercised: TION 4. Joint Venture ure, indicate the name of each partner or attach a list and the herein.
Name(s)         If the interest of a spouse or any legal entity, state the name and the relationship under which such t	address of such person or entity possessing such control and ch control is being or may be exercised: TION 4. Joint Venture ure, indicate the name of each partner or attach a list and the herein.
Name(s)         If the interest of a spouse or any legal entity, state the name and the relationship under which successful to the relatit under which successful to the relationship u	address of such person or entity possessing such control and the control is being or may be exercised:         TION 4. Joint Venture         ure, indicate the name of each partner or attach a list and the herein.         Percentage of Interest
Name(s)         If the interest of a spouse or any legal entity, state the name and the relationship under which successful to the relatit under which successful to the relationship u	TION 4. Joint Venture ure, indicate the name of each partner or attach a list and the herein. Percentage of Interes

The contractor certifies to the best of its knowledge and belief, that it and its principles are not presently debarred, suspended, proposed for debarment, ineligible or voluntarily excluded from transactions by any Federal, State or local government agency and have not within a (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction, a violation of Federal or State antitrust statues, or the commission of embezzlement, theft forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. Further, contractor certifies it is not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or Local) with commission of any of the offenses enumerated in Section 2(a) above and have not within a (3) year period preceding this agreement had one or more public transactions (Federal, State or Local) terminated for cause or default.

# **SECTION 6. Verification**

Under penalty of perjury, I certify that I am authorized to execute this Contractor's Affidavit on behalf of the Contractor set forth on this page, that I have personal knowledge of all the certifications made herein and that the same are true.

Title

Signature of President or Authorized Officer

Date

# NOTARY PUBLIC

On this day, \_\_\_\_\_ personally appeared before me to me known to be the person(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and official seal hereto affixed

This	_ day of,,	·
Notary Public in and	for the State of	_, CEDA of
My commission exp	ires	
Notary Signature		

# AFFIX NOTARY SEAL:

#### EXHIBIT C DIVERSITY FORM

#### **GENERAL CONTRACTOR INFORMATION:**

a.	Na	me of Company:		
b.		your company certified as a small, minority, female or disadvantaged siness enterprise by a municipal, county, State, or Federal agency?	Yes	No
C.	lf y	res, please answer the following:		
	I.	Please list agency		
	II.	Please attach a copy of your certification letter		
d.		your firm certified as a minority business by the Chicago Minority Business velopment Council?	Yes	No
e.		your firm certified as a female owned business by the Women's Business velopment Agency?	Yes	No
f.	Ple	ease attach a copy of your certification letter.		
g.	pre	nall businesses, minority-owned firms and women's business enterprises will eference for purchases whenever possible. Information will be made available courage their participation in CEDA's Procurement functions.		ïrms to
	Are	<b>CONTRACTOR INFORMATION:</b> e you using subcontractors certified as small, minority, female, or advantaged businesses?	Yes	No
2.	lf y	res, please answer the following:		
	a.	What approximate percentage of work is performed by these subcontractors	s?	
	b.	What are the names of the firms?		
	с.	Please attach certification forms for all certified subcontractors.		
	d.	What are the names of the firms used and the approximate dollar amount or purchased from small, minority, female, or disadvantaged businesses?	f the suppli	es

e. What approximate percentage is that of the total dollar amount purchased? %

f. Please attach certification forms for all certified suppliers.

#### EXHIBIT D CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, ``Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, ``Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Title

Organization

#### EXHIBIT E BUSINESS INFORMATION

1.	Name of Company:			
2.	How many years has this company been in business?			
	<ul> <li>If between 0-4 years please provide additional information on a separate sheet</li> </ul>			
3.	Do you have a current business license? Yes No			
4.	In what city or town is the company licensed?			
5.	Do you have a current contractor's license? Yes No			
6.	Please list the municipalities in which you are licensed (copies of licenses should be included in your submittal).			
7.	Please provide the name of a bank that you have a business relationship with.			
	Bank Name			
	Address			
	Phone Contact			
-				
8.	Primary Owner or Managing Director			
	a. Chief executive officer who legally oversees all firm operations			
9.	Prevailing Wage Administrator			
	a. Party or parties responsible for the administration and oversight of all firm prevailing wage payroll documentation			
10.	Administrative Contact			

a. Party or parties responsible for the administration and oversight of all firm invoicing and Contractor Packets

11. Architectural Training Liaison

- a. Party responsible for:
  - i. Attending all required training and ensuring that any additional attendees requested by CEDA WX or IHWAP also attend
  - ii. Administering all training of architectural crew members in areas of current IHWAP standards and other knowledge, skills and abilities critical to performing quality weatherization work
  - iii. Firm's central contact for all official IHWAP and CEDA WX training logistics and materials
  - iv. Maintaining and updating firm's collection of CEDA WX TSBs, IHWAP procedural guidance and manufacturer's MSDS and product manuals
  - v. Maintaining record of all IHWAP mandated certifications and licenses

#### 12. Mechanical Training Liaison

- a. Party responsible for:
  - i. Attending all required training and ensuring that any additional attendees requested by CEDA WX or IHWAP also attend
  - ii. Administering all training of architectural crew members in areas of current IHWAP standards and other knowledge, skills and abilities critical to performing quality weatherization work
  - iii. Firm's central contact for all official IHWAP and CEDA WX training logistics and materials
  - iv. Maintaining and updating firm's collection of CEDA WX TSBs, IHWAP procedural guidance and manufacturer's MSDS and product manuals
  - v. Maintaining record of all IHWAP mandated certifications and licenses

# 13. Crew Leader

a. Any individual responsible supervising field workers and delivery of properly completed and inspected weatherization work

#### EXIHIBIT F LABOR and MATERIAL RATE SURVEY ACKNOWLEDGEMENT

I have reviewed the information provided by CEDA Weatherization. If awarded a contract, my company will participate in the Contractor's Negotiation Meeting. I will be able to provide proof of how I arrived at my cost.

 Company
 Authorized Signature
 Print Name
 Date

#### EXIHIBIT G CERTIFICATE OF COMPLIANCE WITH ILLINOIS DRUG-FREE WORKPLACE ACT

# (Contractor)

having 25 or more employees, does hereby certify, pursuant to Section 3 of the Illinois Drug-Free Workplace Act (30 ILCS 580/1, et seq.), that (he or she) shall provide a drug-free workplace for all employees engaged in the performance of work under the contract by complying with the requirements of the Illinois Drug Free Workplace Act and further certifies that (he or she) is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

Date:	
BY:	
TITLE:	

#### EXIHIBIT H STATEMENT OF CONTRACTOR'S QUALIFICATIONS

All questions must be answered, and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets. The contractor may submit any additional information he/she desires. Contractors must complete all parts or the form will be considered incomplete, if a section does not apply please put NA (not applicable).

- 1. Contractor
- 2. Address
- 3. Principal Employees of Firm
- 4. When was the firm organized?
  - a. If a corporation, where was it incorporated?
- 5. How many years have you been engaged in the contracting business under your present firm or trade name?
  - a. If under 1 year what company were you operating under?

Attach a list of contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion). If you have none on hand, please indicate below.

6. Type of work generally performed by your company.

7. Have you ever failed to complete any work awarded to you? If yes, where and why? Use additional paper if necessary.

8. **Proposed Monthly Capacity:** The Contractor is required to state the number of jobs (units) that a contractor can reasonably undertake at any one time and complete within the required (30) working days:

MINIMUM CAPACITY: \_\_\_\_\_\_\_ of units completed within (30) working days (For the Minimum Capacity, Refer to Book 1, Section 1, Article CI-13: Capacity Evaluation)

- MAXIMUM CAPACITY: \_\_\_\_\_\_\_\_ of units completed within (30) working days
  9. Attach a list of the more important projects completed in the last 12-18 months (at least three), by your company, stating the work performed, approximate cost, month, year completed for each and a person that can be contacted as a reference.
- 10. List the more important multi-family projects completed in the last 12-18 months (at least three), by your company, stating the work performed, approximate cost, month and year completed for each and a person that can be contacted as a reference.
- 11. List your major equipment available for this contract.

12. List experience in HVAC / Construction work similar in importance to this project.

Is you		s 10 thru 13 applies to An e work on heating systems			515
		Соа			
<del>.                                    </del>	Natural Gas	· · · · ·	Wood	Oil	Electricity
is you	ar firm able to provide	e work on the following furr	lace types?		
	Forced Air	Forced Water	Steam Boiler Space	Gr	avity Furnace
	Conversion	Wall Furnace	Heaters	Gr	avity Water
Pleas curre	•	CLicenses you hold, and th	e city, village, or co	ounty where I	icense is
Do yo	ou have qualified stat	f to operate blower doors?		Yes	Nc
a. D	o you own one?		-		
и. D				Yes	No
	cial References: (Mu	ust list two) Reference nam	e. address. and ph	one telephon	е
Finan	cial References: (Mu	ust list two) Reference nam	e, address, and ph	one telephon	e
Finan a.	cial References: (Mu	ust list two) Reference nam	e, address, and ph	one telephon	e
Finan a. b.					
Finan a. b.	nree references. Des d include: name, ad (within the previous	ust list two) Reference nam cribe work performed for re dress and phone number. program year) from CEDA	eferences and appr References from 0	oximate cost CEDA must in	. Information clude a recen
Finan a. b. List th shoul letter	nree references. Des d include: name, ad (within the previous	cribe work performed for red dress and phone number.	eferences and appr References from 0	oximate cost CEDA must in	. Information clude a recen
Finan a. b. List th shoul letter Agen a.	nree references. Des d include: name, ad (within the previous	cribe work performed for red dress and phone number.	eferences and appr References from 0	oximate cost CEDA must in	. Information clude a recen
Finan a. b. List th shoul letter Agen	nree references. Des d include: name, ad (within the previous	cribe work performed for red dress and phone number.	eferences and appr References from 0	oximate cost CEDA must in	. Information clude a recen
Finan a. b. List th shoul letter Agen a.	nree references. Des d include: name, ad (within the previous	cribe work performed for red dress and phone number.	eferences and appr References from 0	oximate cost CEDA must in	. Information clude a recer

19. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested in verification of the recitals compromising this Statement of Contractor's Qualifications.


### EXHIBIT I EQUIPMENT AVAILABILITY

	NTRACTOR ME:				
1.	TRANSPORTING MATERIALS & CREWS				
		TRUCKS C		SIZE	
	MAKE:	YEAR:		SIZE	
2.	MAKE: Storage space for materials	_ YEAR:		:	
3	WAREHOUSE: LOCATION ADDRESS: CELLULOSE INSULATION BLOWING		SQUARE I	EET:	
	MACHINE MAKE: MACHINE CAPABLE OF DENSE PACK FIBERGLASS)	INSULATION	CAPA INSTALLATIO		_
5.	MACHINE MAKE: COMMUNICATIONS AVAILABLE		CAPA		
	OFFICE #: S	SECRETARY #	4:	PAGER #:	
6.	CELLULAR #: F	AX #:		EMAIL:	
	#1 LENGTH FT	#2 LE	NGTH	FT	
7.	#3 LENGTH FT HVAC ANALYZER (Applicable if sub-co		NGTH	FT	
	MAKE:	:	ODEL		
8.	MAKE: BLOWER DOOR:	:			
-	MAKE:	M :	ODEL		
	MAKE:	M	ODEL		
9.	HEPA VACUUM:				
	MAKE:	:			
	MAKE:		ODEL		

CONTRACTOR NAME:		
10. COFINED SPACE EQUIPMENT		
	MODEL	
MAKE:		
	:	
11. DIGITAL CAMERA:		
MAKE:	MODEL	
MAKE:	MODEL	
MAKE:	:	
12. OFFICE SPACE		
Address		
City, State		
Office Phone		
Number 13. EXHAUST FAN FLOW HOOD/P	RESSURE PANS	
	MODEL	
MAKE:	:	
MAKE:	:	
14. MANOMETER – Capable of per	rforming a blower door test.	
	MODEL	
MAKE:	: MODEL	
MAKE:	:	
5. PHENOLIC FOAM MACHINE (IN NORK THROUGHOUT THE COLDE	SULATED TRUCK WITH HEATED TUBES – TO CONTIN R MONTHS)	UE
ИАКЕ		
16. INFARED CAMERA – FLUKE, FL		
	MODEL	
	MODEL	
MAKE:	::	

#### EXHIBIT K PROPOSED SUBCONTRACTORS

Contractor Name and Address:

Contractor must, at minimum, identify the firm which will be performing the following functions on each work order, even if it is the contracting firm. If a subcontractor will be used, the subcontractor must submit to CEDA a certificate of insurance. They must either carry their own insurance meeting CEDA's insurance requirements or be carried under the Contractor's insurance. Do not leave any of the category's blank.

Type of Work	Subcontractor	Contact Name	Address & Phone	FEIN / SS #
General Carpentry				
Install Insulation				
Install Storm Windows				
Replacement Windows & Doors				
Heating & Cooling				
Electrical				
Roofing (work covered under Roofing				
Plumbing				

\*A Carpenter-Type Contractor may choose to Subcontract insulation; however, insulation contractor may not subcontract carpentry. Contractors subcontracting roofing work covered under the Illinois roofing Industry Licensing Act must include: name, address, and phone number of subcontractor. In addition, the contractor must attach a copy of the subcontractor's roofing license.

### EXHIBIT L AUTHORIZATION FOR RELEASE OF INFORMATION

I hereby authorize release of information regarding my financial and technical resources to CEDA for the purpose of determining my eligibility as a contractor with CEDA for the 2023 Weatherization Program. A copy of this document shall suffice as proper authorization for the release of information.

Company
Authorized Signature
Authorized Signature
Print Name
Date

### EXHIBIT M CERTIFICATION OF HEALTH & SAFETY TRAINING

I hereby certify that the staff of		has received
	(Company Name)	

OSHA 10 hour for all crew members and OSHA 30 hour for all crew leaders. The training and certification requirements are necessary in order to participate on CEDA Weatherization projects. They are attached or will be provided by the startup of the 2023 Program and/or issuance of any jobs.

Company
---------

Authorized Signature

Print Name

Date

#### EXHIBIT N LEAD-SAFE WORK PRACTICES

I hereby certify that the staff of

(Company Name)

A. Agreed to attend a State of Illinois sponsored training course on "Lead Safe Work Practices." If the contractor has already attended the training course sponsored by the State of Illinois, this requirement is waived.

- B. If the contractor has already attended the State of Illinois "Lead Safe Work Practices" course, they will submit a copy of the state issued certificate for attending the training course.
- C. The contractor must have a copy of the "Weatherization Lead Safe Work Practices" booklet at the jobsite.
- D. Contractor must have a HEPA-VAC at each jobsite capable of vacuuming lead particles.
- E. Contractor will have at each jobsite supplies to address lead, dust and particles. Examples are 4 to 6mill vinyl, water spray devices, and cleaning solutions to wipe down areas of dust and debris.

 Company	
 Authorized Signature	
Print Name	
 Data	
 Date	

CEDA WX SINGLE FAMILY GENERAL CONTRACTIONS RFQ0721202242

has

### EXHIBIT O MASTER CONTRACTOR RELEASE OF LIEN

WHEREAS we the undersigned, have installed materials and furnished labor and/or equipment and that all materials were installed and labor was furnished according to a

written agreement dated \_\_\_\_\_\_between\_\_\_\_

(Herein referred to as the LAA) and CEDA (Hereafter referred to as the contractor):

WHEREAS, we the undersigned have agreed to release any and all claims and liens which we have, or might have, against the owner weatherized properties, the occupiers of weatherized properties, and the LAA by reason of the labor, materials, and equipment furnished by us in connection with said Weatherization Projects.

NOW THOSE PRESENT WITNESSETH that we, the undersigned, in consideration for the sum listed on the Work Orders and any attached associated Change Orders, the receipt whereof we do hereby acknowledge, do hereby release, remiss, and forever quit any or all manner of liens, claims, and demands whatsoever which we now have, or might have in the future against the owners and occupiers of weatherized properties and the LAA.

(Company Name)	(Company Representative)	(Date)
Program Year(s):	{if the Procureme	nt Award is for multiple years}
Verified By:	{Agency Staff/Pro	ocurement Lead}

Company

Authorized Signature

Print Name

Date

### EXHIBIT P COMPLETION SCHEDULE WARRANTY

Contractor herby acknowledges that all Work must be completed by the end of thirty (30) working days from the date the Work Order and a Notice to Proceed is issued by CEDA excluding holidays. (Request definition of work week from each contractor)

**To the Contractor:** Bidder warrants all work contracted and further acknowledges failure to perform will constitute a default on the terms and conditions of the contract that may result in work being reassigned and the contract being terminated. The warranty penalty for not completing the home on time is \$100 per day. The occurrence of five (5) warranty violations may result in termination of the weatherization contract.

 Company	
 Authorized Signature	
 Print Name	

Date

### EXHIBIT Q APPEAL/PROTEST

I, the undersigned, have received a copy of the appeals process and understand the process as indicated in Appendix B of the document.

Company
Authorized Signature
Print Name
Date

### EXHIBIT R IHWAP WEATHERIZATION FIELD STANDARDS MANUAL AGREEMENT

I, the undersigned, have received a copy of the Illinois Home Weatherization Assistance Program (IHWAP) Standards Field Guide Manual.

Furthermore, I have read and understand the manual and agree to comply with all standards as stated.

Company
Authorized Signature
5
Print Name
Date

### EXHIBIT S IHWAP STANDARDS for WEATHERIZATION MATERIALS

I, the undersigned, have received a copy of the Illinois Home Weatherization Assistance Program (IHWAP) Standards for Weatherization Materials (Appendix C).

Furthermore, I have read and understand the manual and agree to comply with all standards as stated.

Company
Authorized Signature
Print Name

Date

### EXHIBIT T CERTIFICATION REGARDING WEATHERIZATION MATERIALS

I, the undersigned, certify that if awarded:

1. All weatherization materials supplied by

(Company Name)

for the duration of this contract meets all federal standards as specified in the Standards for Weatherization Materials 10 CFR 440 (Appendix C), and all agency standards or specifications.

- 2. I understand that supplying materials that DO NOT meet the federal standards constitutes a criminal offense.
- 3. I have in my possession a copy of Appendix C of 10 CFR and the agency specification list and understand that materials found to be in violation of said Appendix C of 10 CFR 440 or the agency will result in immediate cancellation of my contract. All unused materials will be returned for immediate refund. All costs relating to the removal and replacement of any installed inferior materials will be the sole responsibility of

and reimbursable to the agency.

(Company Name)

- I will submit current laboratory tests for insulation and replacement and storm windows. Specifications for windows, doors, furnaces, boilers, hot water heaters, fire extinguishers, and smoke and carbon monoxide detectors.
- 5. National Fenestration Rating (NFRC) certificates will be provided for low-e storm and replacement windows. The U-value must be 0.32 or less as rated by the NFRC. **Note:** U-value shall be the window unit and not the center of glass U-value.

This certification is a material representation of fact upon which reliance was placed when this transaction was made and entered into. Any supplier who fails to file this certification with the agency will not be awarded a contract.

Vendor or Supplier	Title
Signature of Certifying Official	Date
CEDA Agency	Title
Signature of Agency Official	Date

### EXHIBIT U EPA LEAD-BASED PAINT RENOVATION, REPAIR, & PAINTING TRAINING ACKNOWLEDGEMENT

In order to bid on CEDA Weatherization projects every firm must be "EPA/RRP firm certified" with the EPA. Additionally, a minimum of one person on every crew performing weatherization on pre-1978 structures must hold an EPA/RRP certificate.

I, the undersigned, agree to the above stipulation regarding EPA certification in Lead-Based Paint Renovation, Repair, and Painting.

Date

### EXHIBIT V CONFLICT OF INTEREST

No member of the Board of Directors, officer, employee or agent of CEDA who exercises any functions or responsibilities in connection with the carrying out of the project will have any personal or financial interest, direct or indirect, in the AGREEMENT.

Contractor represents that they presently have no interest and will not acquire any interest, direct or indirect, in the project to which this AGREEMENT pertains which would conflict in any manner or degree with the performance of their work hereunder. Contractor covenants that in their performance of the AGREEMENT, no person having any such interest shall be employed.

[] To the best of our knowledge, the undersigned company has no potential conflict of interest due to any other clients, contracts, nepotism or property interest for this project.

OR

[] The undersigned company, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, nepotism or property interest for this project.

Failure to check the appropriate blocks above and failure to provide documentation of a possible conflict of interest may result in termination of the AGREEMENT.

CEDA and Contractor have carefully read the foregoing AGREEMENT and they know and understand the contents hereof and that they sign the same as their own free act and deed. Signatories for CEDA and "Provider" are authorized to bind their respective entities to this agreement.

 Company
 Authorized Signature
 Print Name
Date

### EXHIBIT W AVAILIBITY OF SAFETY DATA SHEETS

I, the undersigned certify that if awarded, I will supply CEDA with the Safety Data Sheets (SDS) concerning hazardous materials (see below) used in conjunction with the project. These SDS will be available to all crew members working on the project.

Upon contract award, all contractors must present SDS information in the printed format of their choice. Each form should include but not limited to the following MINIMUM information:

- Information name and/or product number
- Manufacturer name and address
- Phone number of manufacturer where additional information can be obtained
- Description of hazardous material in product
- Effects of the hazardous material
  - 1. Caulk
  - 2. Polyurethane Sealant
  - 3. Adhesive
  - 4. Window Putty/Glaze
  - 5. Fire Extinguisher (ABC)
  - 6. Carbon Monoxide Detector
  - 7. Smoke Detector
  - 8. Cleaning Materials
  - 9. Insulation
    - a. Foam Board-Polystyrene (EPS, XPS)
    - b. Polyisocyanurate
    - c. Loose blown Cellulose
    - d. 1-Part Foam
    - e. 2-Part Foam
    - f. Batt/Fiberglass
    - g. Loose blown Fiberglass
    - h. Rockwool/mineral batt

Company

Authorized Signature

Print Name

Date

The following **Appendices** contain critical information related to procedures and requirements for all contractors. Please carefully review these documents *prior* to submitting a proposal to ensure all requirements can be met if a contract is awarded. Please retain these documents for your records. **Do not submit.** 

### APPENDIX A CONTRACTOR EVALUATION

### Weatherization

**Quality Control** 

All CEDA Weatherization contractors will be evaluated periodically and annually to identify areas for improvement and additional training needs.

### **Periodic analysis**

The monthly analysis involves a brief report of performance data for the previous month. Client issues will also be reviewed. The periodic analysis gives the contractor notices of any issues or concerns before they become larger scale problems.

### **Quarterly and Annual evaluation**

The quarterly and annual evaluation considers deficiency areas and other performance data from the Contractor Score Sheet (Exhibit R) make sure the exhibit letter matches for the contractor score sheet.

Consequences of the evaluation are explained in the CEDA WX Contractor Score Sheet. A course of corrective action may be developed for all low performance contractors. High performance contractors will be recognized and may be invited to participate in other Weatherization programs.

Compliance evaluation includes verification that:

- the contractor is in good legal standing;
- the contractor is in compliance with the Prevailing Wage (Multi-Family or Single Renters) regulations;
- has adequate financial capabilities to fulfill the obligations of the Bid;
- its principles are not presently or proposed for debarment, suspended, ineligible or voluntarily excluded from transactions by any Federal, State or local government agency in the last three (3) years;
- its principles have not had a civil judgment for fraud or a criminal offense in connection antitrust statutes, embezzlement, theft, forgery, bribery, falsification or destruction of records, false statements or receiving stolen property. In the last three years.

### APPENDIX B APPEAL/PROTEST PROCEDURES

All agencies will develop and maintain written procedures to handle and resolve disputes/appeals relating to their procurement procedures must include names/job titles of appropriate agency points of contact for this dispute handling process. The local agency will, in all instances, disclose information regarding the protest to the awarding AGENCY within five (5) working days of receipt of written protest. Unsuccessful bidder/proposer s must be given five (5) working days from receipt of the notification letter to protest the decision orally or in writing. The agency may continue to make purchases from the selected bidder/proposer(s) pending the outcome of the protest. Such purchases will be no more than the amount of goods or services necessary to maintain program operations.

The appeal/protest process includes three levels of appeal: the informal conference, the state review, and the formal hearing.

Any unsuccessful bidder/proposer has a right to request an informal conference. The informal conference is designed to ensure that the bidder/proposer understands actions taken and the bidding process of the local agency.

Informal conferences are conducted by the local agency. The request for informal conference must be acted upon, either in writing or verbally.

- Be held in a place reasonably convenient to the bidder/proposer.
- Be conducted, if possible, by an agency staff member who was not involved in the original decision (the IHWAP Coordinator may also attend).
- Be held within fifteen (15) calendar days of the request.
- Afford the bidder/proposer an opportunity to bring an interpreter and/or representative.
- Afford the bidder/proposer an opportunity to present oral and/or written testimony on his/her behalf.

The agency will give the bidder/proposer a written statement at the end of the conference describing the results of the conference and citing the policy reasons for the decision. A copy of this report must be filed in the procurement bid-opening file.

At the time of the informal conference, the bidder/proposer must be given a "Request for State Review" form that is to be completed by the applicant and sent to the Department within fifteen (15) calendar days of the date of the informal conference. The agency staff person conducting the informal conference must present and explain this form to the bidder/proposer.

If the bidder/proposer requests a state review, the Department will review the bidder/proposer(s) file and the informal conference report. The request is considered made the day the request is received by the Department (per the date stamp on the correspondence). A written decision will be made.

The Department will notify the agency that a request for state review has been filed. The agency must, within five (5) days of the request for state review, provide both the Department and the appealing party with a full copy of the Bid file (updated to include the informal conference cover sheet and hearing report).

A state reviewing officer will review the file to determine if the Bid process was in order, if the bidder/proposer was notified within the proper time frame, if the bidder/proposer was properly notified of the right to appeal, if the informal conference was properly conducted, and if the informal conference

decision was correct. This determination will be made, and a letter sent to the bidder/proposer and the agency within fifteen (15) days of the request for state review.

If not satisfied with the results of the state review, the bidder/proposer may request a formal hearing within 15 calendar days of the date of the state review letter by sending a written request to the Department. The Department will notify the agency that the request has been made by the bidder/proposer.

Within ten (10) working days of the receipt of the bidder/proposer 's request for a formal hearing, The Department will telephone the bidder/proposer (or send a letter if the bidder/proposer cannot be contacted by phone) and the agency to set the date, time, and location for the formal hearing. A follow-up letter will be sent to the bidder/proposer 10 days before the hearing asking the bidder/proposer to contact the department toll-free energy hotline to confirm the appointment. The Formal hearing shall be held within thirty (30) days of the bidder/proposer(s) request for a hearing.

A State Hearing Officer will conduct the formal hearing. The Hearing Officer must ensure that the following procedures are followed:

The testimony of the formal hearing summarizes the actions of the case to date, the bidders/proposer's reason for appeal, and the agency Appeals Officer's explanation of the decision that the agency made.

The Hearing Officer will explain that the purpose of the hearing is to determine if the policies were fairly applied to the bidders/proposer's case. Challenges to federal or state policy are not pertinent to the administrative hearing and will not be considered by the Appeals Review Board. Challenges to the underlying policy must be brought in court and the bidder/proposer should be referred to legal assistance offices.

The Hearing Officer will limit presentations to relevant and material facts and policy; explain the purpose and procedure to be followed; the manner in which the decision will be rendered; develop the facts relevant to the issues; clearly identify the policy provision relied on; assist the bidder/proposer in presenting their version of the case; enable the agency Appeals Officer to present the case and policy supporting the action of the agency; permit cross-examination by the participants; respect the rights and dignity of all participants to the hearing; and summarize the points developed.

The formal hearing information is transmitted to the Appeals Review Board, which will make the decision based upon the record. The bidder/proposer is notified within 10 working days of the formal hearing of the decision, the reasons for the decision, and, if denied, of their right to seek review in court.

The hearing will be held in a private room that is completely separated from any other agency business. The hearing is held in private to assure confidentiality for the bidder/proposer. The State Hearing Officer shall ensure that the case is not discussed prior to the opening of the hearing.

The hearing will be tape-recorded and will follow the format of the formal hearing script. The State Hearing Officer will operate a tape recorder as well as provide all necessary tapes. The equipment will be tested prior to the hearing and the recorder started before any discussion takes place.

To open the hearing, the State Hearing Officer will announce the who, what, when, where, and why of the session and note the names and titles of all persons present.

The State Hearing Officer will then note their role in the hearing and will state the purpose of the hearing.

At this point, all persons who will be making a statement should be sworn in as witnesses. (If the bidder/proposer has an attorney or representative, the attorney or representative is not sworn in.)

Next, the bidder/proposer and/or their representative will be given the opportunity to present the bidders/proposer's reasons for appeal. The bidder/proposer may present new evidence. If it is written evidence, the State Hearing Officer will explain the contents of the document for all parties to the formal

hearing. The Hearing Officer or agency representative may question the bidder/proposer or the bidders/proposer's witnesses.

After the bidder/proposer has presented his/her case and the witnesses have answered any questions, the agency Appeals Officer, IHW AP Coordinator, and/or any agency witnesses who have personal knowledge of the case will be given the opportunity to present their agency's position. The bidder/proposer and/or the bidders/proposer's representative may question the agency's witnesses.

The State Hearing Officer may question any witness, when necessary, to fully develop the facts of the case.

Should any questions be asked that challenge state or federal policy, the Hearing Officer will reply, "The purpose of this hearing is to determine whether the policies were fairly applied to your case. If you wish to challenge the policies themselves, such a challenge is not appropriate to this administrative hearing. A challenge to the policies must be brought in court." The Hearing Officer will not answer questions when answers cannot be quoted from the IHW AP Procurement Manual.

To close the hearing, the State Hearing Officer will note that the State Appeals Review Board will review all documents and testimony and reach a decision that will be shared in writing with all parties within 10 calendar days of the formal hearing.

The State Hearing Officer will present the tape and case file to the Appeals Review Board at The Department. The Appeals Review Board is a three-person board consisting of:

- 1. A State Hearing Officer
- 2. Two of the following, or their designee:
  - a. Manager, Office of Energy Assistance
  - b. Assistant Manager, Office of Energy Assistance
  - c. Chief, Office of Energy Assistance
  - d. Assistant Chief, Office of Energy Assistance
  - e. Manager, Support Services
  - f. Grants Management Supervisor

The Appeals Review Board will make a decision based on the testimony and documents provided at the formal hearing. The decision will be final, and any further recourse will have to be appealed through the courts.

After a decision is made by the Appeals Review Board, both the bidder/proposer and the agency will be notified in writing by the Department within ten (10) working days of the formal hearing. If the original procurement decision is upheld, a letter will be sent to the bidder/proposer, with a copy to the agency. If the agency's decision is overturned by the Appeals Review Board, a letter explaining the decision will be sent to the bidder/proposer and the reason(s) for the decision rendered by the Appeals Review Board. A copy of the notification letter will be placed in the bid/proposal file.

### APPENDIX C STANDARDS FOR WEATHERIZATION MATERIALS

The following Government standards are produced by the Consumer Product Safety Commission and are published in title 16, Code of Federal Regulations:

Thermal Insulating Materials for Building Elements Including Walls, Floors, Ceilings, Attics, and Roofs Insulation—organic fiber—conformance to Interim Safety Standard in 16 CFR part 1209;

Fire Safety Requirements for Thermal Insulating Materials According to Insulation Use—Attic Floor insulation materials intended for exposed use in attic floors shall be capable of meeting the same flammability requirements given for cellulose insulation in 16 CFR part 1209;

Enclosed spaces—insulation materials intended for use within enclosed stud or joist spaces shall be capable of meeting the smoldering combustion requirements in 16 CFR part 1209.

The following standards which are not otherwise set forth in part 440 are incorporated by reference and made a part of part 440. The following standards have been approved for incorporation by reference by the Director of the Federal Register in accordance with 5 U.S.C. 552(a) and 1 CFR part 51. These materials are incorporated as they exist on April 5, 1993 and a notice of any change in these materials will be published in the Federal Register The standards incorporated by reference are available for inspection at the National Archives and Records Administration (NARA). For information on the availability of this material at NARA, call 202–741–6030, or go to: http://www.archives.gov/federal\_register/code\_of\_federal\_regulations/ibr\_locations.html.

The standards incorporated by reference in part 440 can be obtained from the following sources:

Air Conditioning and Refrigeration Institute, 1501 Wilson Blvd., Arlington, VA 22209; (703) 524-8800.

American Gas Association, 1515 Wilson Blvd., Arlington, VA 22209; (703) 841-8400.

American National Standards Institute, Inc., 1430 Broadway, New York, NY 10018; (212) 642-4900.

American Society of Mechanical Engineers, United Engineering Center, 345 East 47th Street, New York, NY 10017; (212) 705–7800.

American Society for Testing and Materials, 1916 Race Street, Philadelphia, PA 19103; (215) 299-5400.

American Architectural Manufacturers Association, 1540 East Dundee Road, Palatine, IL 60067; (708) 202–1350.

Federal Specifications, General Services Administration, Specifications Section, Room 6654, 7th and D Streets, SW, Washington, DC 20407; (202) 708–5082.

Gas Appliance Manufacturers Association, 1901 Moore St., Arlington, VA 22209; (703) 525–9565.

National Electrical Manufacturers Association, 2101 L Street, NW, Suite 300, Washington, DC 20037;

(202) 457-8400.

National Fire Protection Association, Batterymarch Park, P.O. Box 9101, Quincy, MA 02269; (617) 770–3000.

National Standards Association, 1200 Quince Orchard Blvd., Gaithersburg, MD 20878; (301) 590–2300. (NSA is a local contact for materials from ASTM).

National Wood Window and Door Association, 1400 East Touhy Avenue, Des Plaines, IL 60018; (708) 299–5200.

Sheet Metal and Air Conditioning Contractors Association, P.O. Box 221230, Chantilly, VA 22022–1230;

(703) 803-2980.

Steel Door Institute, 712 Lakewood Center North, 14600 Detroit Avenue, Cleveland, OH 44107; (216) 899–0100.

Steel Window Institute, 1230 Keith Building, Cleveland, OH 44115; (216) 241-7333.

Tubular Exchanger Manufacturers Association, 25 North Broadway, Tarrytown, NY 10591; (914) 332–0040.

Underwriters Laboratories, Inc., P.O. Box 75530, Chicago, IL 60675-5330; (708) 272-8800.

More information regarding the standards in this reference can be obtained from the following sources:

Environmental Protection Agency, 401 M Street, NW, Washington, DC 20006; (202) 554–1080.

National Institute of Standards and Technology, U.S. Department of Commerce, Gaithersburg, MD 20899, (301) 975–2000

Weatherization Assistance Programs Division, Conservation and Renewable Energy, Mail Stop 5G–023, Forrestal Bldg, 1000 Independence Ave, SW, Washington, DC 20585; (202) 586–2207.

# Thermal Insulating Materials for Building Elements Including Walls, Floors, Ceilings, Attics, and Roofs

[Standards for conformance]

Insulation—mineral fiber:	
Blanket insulation	ASTM1C665–88.
Roof insulation board	ASTM C726–88.
Loose-fill insulation	ASTM C764–88.
Insulation—mineral cellular:	
Vermiculite loose-fill insulation	ASTM C516–80 (1990).
Perlite loose-fill insulation	ASTM C549–81 (1986).
Cellular glass insulation block	ASTM C552–88.
Perlite insulation board	ASTM C728–89a.
Insulation—organic fiber:	
Cellulosic fiber insulating board	ASTM C208–72 (1982).
Cellulose loose-fill insulation	ASTM C739–88.
Insulation-organic cellular:	
Preformed block-type polystyrene insulation	ASTM C578–87a.
Rigid preformed polyurethane insulation board	ASTM C591–85.
Polyurethane or polyisocyanurate insulation board faced with aluminum foil on both sides	FS2HH-I–1972/1 (1981).
Polyurethane or polyisocyanurate insulation board faced with felt on both sides	FS HH-I–1972/2 (1981). And Amendment 1, October 3, 1985.
Insulation—composite boards:	

Mineral fiber and rigid cellular polyurethane composite roof insulation board	ASTM C726–88.
Perlite board and reigid cellular polyurethane composite roof insulation	ASTM C984-83.
Gypsum board and polyurethane or polisocyanurate composite board	FS HH-I-1972/4 (1981).
Materials used as a patch to reduce infiltration through the building envelope	Commercially available.

<sup>1</sup>ASTM indicates American Society for Testing and Materials.

<sup>2</sup>FS indicates Federal Specifications.

### Thermal Insulating Materials for Pipes, Ducts, and Equipment Such as Boilers and Furnaces [Standards for conformance]

Insulation—mineral fiber:	
Preformed pipe insulation	ASTM1C547-77.
Blanket and felt insulation (industrial type)	ASTM C553–70 (1977).
Blanket insulation and blanket type pipe insulation (metal- mesh covered) (industrial type)	ASTM C592–80.
Block and board insulation	ASTM C612-83.
Spray applied fibrous insulation for elevated temperature	ASTM C720–89.
High-temperature fiber blanket insulation	ASTM C892-89.
Duct work insulation	Selected and applied according to ASTM C971–82.
Insulation—mineral cellular:	
Diatomaceous earth block and pipe insulation	ASTM C517–71 (1979)
Calcium silicate block and pipe insulation	ASTM C533–85 (1990).
Cellular glass insulation	ASTM C552–88.
Expanded perlite block and pipe insulation	ASTM C610-85.
Insulation—Organic Cellular:	
Preformed flexible elastomeric cellular insulation in sheet and tubular form	ASTM C534–88.
Unfaced preformed rigid cellular polyurethane insulation	ASTM C591–85.
Insulation skirting	Commercially available.

<sup>1</sup>ASTM indicates American Society for Testing and Materials.

# Fire Safety Requirements for Insulating Materials According to Insulation Use [Standards for conformance]

	Insulation materials intended for exposed use in attic floors shall be capable of
Attic floor	meeting the same smoldering combustion requirements given for cellulose
	insulation in ASTM1C739–88.

Enclosed space	Insulation materials intended for use within enclosed stud or joist spaces shall be capable of meeting the smoldering combustion requirements in ASTM C739–88.
Exposed interior walls and ceilings	Insulation materials, including those with combustible facings, which remain exposed and serve as wall or ceiling interior finish, shall have a flame spread classification not to exceed 150 (per ASTM E84–89a).
Exterior envelope walls and roofs	Exterior envelope walls and roofs containing thermal insulations shall meet applicable local government building code requirements for the complete wall or roof assembly.
Pipes, ducts, and equipment	Insulation materials intended for use on pipes, ducts and equipment shall be capable of meeting a flame spread classification not to exceed 150 (per ASTM E84-89a).

<sup>1</sup>ASTM indicates American Society for Testing and Materials.

### Storm Windows

[Standards for conformance]

Storm windows:	
Aluminum insulating storm windows	ANSI/AAMA <sup>1</sup> 1002.10–83.
Aluminum frame storm windows	ANSI/AAMA 1002.10–83.
Wood frame storm windows	ANSI/NWWDA <sup>2</sup> I.S. 2–87. (Section 3)
Rigid vinyl frame storm windows	ASTM <sup>3</sup> D4099–89.
Frameless plastic glazing storm	Required minimum thickness windows is 6 mil (.006 inches).
Movable insulation systems for windows	Commercially available.

<sup>1</sup>ANSI/AAMA indicates American National Standards Institute/American Architectural Manufacturers Association.

<sup>2</sup>ANSI/NWWDA indicates American National Standards Institute/National Wood Window & Door Association.

 $^3\!\text{ASTM}$  indicates American Society for Testing and Materials.

### Storm Doors

[Standards for conformance]

Storm doors—Aluminum:	
Storm Doors	ANSI/AAMA <sup>1</sup> 1102.7–89.
Sliding glass storm doors	ANSI/AAMA 1002.10–83.
Wood storm doors	ANSI/NWWDA <sup>2</sup> I.S. 6–86.
Rigid vinyl storm doors	ASTM <sup>3</sup> D3678–88.
Vestibules:	
Materials to construct vestibules	Commercially available.
Replacement windows:	
Aluminum frame windows	ANSI/AAMA 101–88.

Steel frame windows	Steel Window Institute recommended specifications for steel windows, 1990.
Wood frame windows	ANSI/NWWDA I.S. 2–87.
Rigid vinyl frame windows	ASTM D4099–89.

<sup>1</sup>ANSI/AAMA indicates American National Standards Institute/American Architectural Manufacturers Association.

 $^2\mathrm{ANSI/NWWDA}$  indicates American National Standards Institute/National Wood Window & Door Association.

<sup>3</sup>ASTM indicates American Society for Testing and Materials.

### Replacement Doors

[Standards for conformance]

Replacement doors—Hinged doors:	
Steel doors	ANSI/SDI <sup>1</sup> 100–1985.
Wood doors:	
Flush doors	ANSI/NWWDA <sup>2</sup> I.S. 1–87. (exterior door provisions)
Pine, fir, hemlock and spruce doors	ANSI/NWWDA I.S. 6–86.
Sliding patio doors:	
Aluminum doors	ANSI/AAMA <sup>3</sup> 101–88.
Wood doors	NWWDA I.S. 3–83.

<sup>1</sup>ANSI/SDI indicates American National Standards Institute/Steel Door Institute.

<sup>2</sup>ANSI/NWWDA indicates American National Standards Institute/National Wood Window & Door Association.

<sup>3</sup>ANSI/AAMA indicates American National Standards Institute/American Architectural Manufacturers Association.

### Caulks and sealants:

[Standards for conformance]

Caulks and sealants:	
	FS <sup>1</sup> TT–P–00791B, October 16, 1969 and Amendment 2, March 23, 1971.
Glazing compounds for metal sash	ASTM <sup>2</sup> C669–75 (1989).
Oil and resin base caulks	ASTM C570–72 (1989).

Acrylic (solvent types) sealants	FS TT–S–00230C, February 2, 1970 and Amendment 2, October 9, 1970.
Butyl rubber sealants	FS TT–S–001657, October 8, 1970.
Chlorosulfonated polyethylene sealants	FS TT–S–00230C, February 2, 1970 and Amendment 2, October 9, 1970.
Latex sealing compounds	ASTM C834–76 (1986).
Elastomeric joint sealants (normally considered to include polysulfide, polyurethane, and silicone)	ASTM C920–87.
Preformed gaskets and sealing materials	ASTM C509–84.

<sup>1</sup>FS indicates Federal Specifications.

<sup>2</sup>ASTM indicates American Society for Testing and Materials.

### Weatherstripping

[Standards for conformance]

Weatherstripping	Commercially available.
Vapor retarders	Selected according to the provisions cited in ASTM <sup>1</sup> C755–85 (1990). Permeance not greater than 1 perm when determined according to the desiccant method de- scribed in ASTM E96–90.
Items to improve attic ventilation	Commercially available.
Clock thermostats	NEMA <sup>2</sup> DC 3–1989.

<sup>1</sup>ASTM indicates American Society for Testing and Materials.

<sup>2</sup>NEMA indicates National Electrical Manufacturers Association.

### **Heat Exchangers**

[Standards for conformance]

Heat exchangers, water- to- water and steam-to- water	ASME1Boiler and Pressure Vessel Code, 1992, Sections II, V, VIII, IX, and X, as applicable to pressure vessels. Standards of Tubular Exchanger Manufacturers Association, Seventh Edition, 1988.
Heat exchangers with gas- fired appliances2	Conformance to AGA3Requirements for Heat Reclaimer Devices for Use with Gas-Fired Appliances No. 1–80, June 1, 1980. AGA Laboratories Certification Seal.
Heat pump water heating heat recovery systems	Electrical components to be listed by UL.4

<sup>1</sup>ASME indicates American Society of Mechanical Engineers.

<sup>3</sup>AGA indicates American Gas Association.

<sup>4</sup>UL indicates Underwriters Laboratories.

### **Boiler/Furnace Control Systems**

 $<sup>^{2}</sup>$ The heat reclaimer is for installation in a section of the vent connector from appliances equipped with draft hoods or appliances equipped with powered burners or induced draft and not equipped with a draft hood.

### [Standards for conformance]

Automatic set back thermostats	Listed by UL.1Conformance to NEMA2DC 3–1989.
Line voltage or low voltage room thermostats	NEMA DC 3–1989.
Automatic gas ignition systems	ANSI3Z21.21–1987 and Z21.21a-1989. AGA4Laboratories Certification Seal.
Energy management systems	Listed by UL.
Hydronic boiler controls	Listed by UL.
Other burner controls	Listed by UL.

<sup>1</sup>UL indicates Underwriters Laboratories.

<sup>2</sup>NEMA indicates National Electrical Manufacturers Association.

<sup>3</sup>ANSI indicates American National Standards Institute.

<sup>4</sup>AGA indicates American Gas Association.

### Water Heater Modifications

[Standards for conformance]

Insulate tank and distribution piping	(See insulation section of this appendix).
Install heat traps on inlet and outlet piping	Applicable local plumbing code.
Install/replace water heater heating elements	Listed by UL.1
Electric, freeze-prevention tape for pipes	Listed by UL.
Reduce thermostat settings	State or local recommendations.
Install stack damper, gas-fueled	ANS12Z21.66–1988, including Exhibits A&B, and ANSI Z223.1–1988.
Install stack damper, oil-fueled	UL 17, November 28, 1988, and NFPA331– 1987.
Install water flow modifiers	Commercially available.

<sup>1</sup>UL indicates Underwriters Laboratories.

<sup>2</sup>ANSI indicates American National Standards Institute.

<sup>3</sup>NFPA indicates National Fire Prevention Association.

# Waste Heat Recovery Devices

[Standards for conformance]

Desuperheater/water heaters	ARI1470–1987.
Condensing heat exchangers	
	Commercially available components and in new heating furnace systems to manufacturers' specifications.
Condensing heat exchangers	
	Commercially available (Commercial, multi-story building, with teflon-lined tubes institutional) to manufacturers' specifications.
	Energy Recovery Equipment and Systems Air-to-Air (1978)
Energy recovery equipment	Sheet Metal and Air-Conditioning Contractors National Association
	(SMACNA).2

<sup>1</sup>ARI indicates Air Conditioning and Refrigeration Institute. <sup>2</sup>SMACNA denotes Sheet Metal and Air Conditioning Contractors' National Association.

Install gas conversion burners	ANSI1Z21.8–1984, (for gas or oil-fired systems) ANSI Z21.17–1984, ANSI Z21.17a-1990, and ANSI Z223.1–1988. AGA2Laboratories Certification seal.
Replace oil burner	UL3296, February 28, 1989 Revision and NFPA431–1987.
Install burners (oil/gas)	ANSI Z223.1–1988 for gas equipment and NFPA 31–1987 for oil equipment.
Re-adjust boiler water temperature or install automatic boiler temperature reset control	ASME5CSD–1–1988, ASME CSD–1a-1989, ANSI Z223.1–1988, and NFPA 31–1987.
Replace/modify boilers	ASME Boiler and Pressure Vessel Code, 1992, Sections II, IV, V, VI, VIII, IX, and X. Boilers must be Institute of Boilers and Radiation Manufacturers (IBR) equipment.
Clean heat exchanger, adjust burner air shutter(s), check smoke no. on oil-fueled equipment. Check operation of pump(s) and replacement filters	Per manufacturers' instructions.
Repair combustion chambers	Refractory linings may be required for conversions.
Replace heat exchangers, tubes	Protection from flame contact with conversion burners by refractory shield.
Install/replace thermostatic radiator valves	Commercially available. One pipe steam systems require air vents on each radiator; see manufacturers' requirements.
Install boiler duty cycle control system	Commercially available. NFPA 70, National Electrical Code (NEC) 1993 and local electrical codes provisions for wiring.

Boiler Repair and Modifications/Efficiency Improvements [Standards for conformance]

<sup>1</sup>ANSI indicates American National Standards Institute.

<sup>2</sup>AGA indicates American Gas Association.

<sup>3</sup>UL indicates Underwriters Laboratories.

<sup>4</sup>NFPA indicates National Fire Prevention Association.

<sup>5</sup>ANSI/ASME indicates American National Standards Institute/American Society of Mechanical Engineers.

Heating and Cooling System Repairs and Tune-ups/Efficiency Improvements		
[Standards for conformance]		

Install duct insulation	FS1HH-I–558C, January 7, 1992 (see
	insulation sections of this appendix).
Reduce input of burner; derate gas-fueled equipment	Local utility company and procedures if applicable for gas-fueled furnaces and ANSI2Z223.1–1988 (NFPA354–1988) including appendix H.
Repair/replace oil-fired equipment	NFPA 31–1987.
Replace combustion chamber in oil-fired furnaces or boilers	NFPA 31–1987.
Clean heat exchanger and adjust burner: adjust air shutter and check CO2and stack temperature. Clean or replace air filter on forced air furnace	ANSI Z223.1–1988 (NFPA 54–1988) including appendix H.
Install vent dampers for gas-fueled heating systems	Applicable sections of ANSI Z223.1– 1988 (NFPA 54–1988) including appendices H, I, J, and K. ANSI Z21.66–1988 and exhibits A & B for electrically operated dampers.
Install vent dampers for oil-fueled heating systems	Applicable sections of NFPA 31–1987 for installation and in conformance with UL417, November 28, 1988.
Reduce excess combustion air:	
A: Reduce vent connector size of gas-fueled appliances	ANSI Z223.1–1988 (NFPA 54–1988) part 9 and appendices G & H.
B: Adjust barometric draft regulator for oil fuels	NFPA 31–1987 and per manufacturers' (furnace or boiler) instructions.
Replace constant burning pilot with electric ignition device on gas-fueled furnaces or boilers	ANSI Z21.71–1981, Z21.71a-1985, and Z21.71b-1989.
Readjust fan switch on forced air gas or oil-fueled furnaces	Applicable sections and appendix H of ANSI Z223.1–1988 (NFPA 54–1988) for gas furnaces and NFPA 31–1987 for oil furnaces.
Replace burners	See power burners (oil/gas).
Install/replace duct furnaces (gas)	ANSI Z223.1–1988 (NFPA 54–1988).
Install/replace heat pumps	Listed by UL.
Replace air diffusers, intakes, registers, and grilles	Commercially available.
Replace air diffusers, intakes, registers, and grilles Install/replace warm air heating metal ducts	Commercially available. Commercially available.

<sup>1</sup>FS indicates Federal Specifications.

<sup>2</sup>ANSI indicates American National Standards Institute.

<sup>3</sup>NFPA indicates National Fire Prevention Association.

<sup>4</sup>UL indicates Underwriters Laboratories.

# Replacement Furnaces, Boilers, and Wood Stoves

Chimneys, fireplaces, vents and solid fuel burning appliances	NFPA1211–1988.
Gas-fired furnaces	ANS12Z21.47–1987, Z21.47a–1988, and Z21.47b–1989. ANSI Z223.1– 1988 (NFPA 54–1988).
Oil-fired furnaces	UL3727, August 27, 1991 Revision and NFPA 31–1987.
Liquefied petroleum gas storage	NFPA 58–1989.
Ventilation fans:	
Including electric attic, ceiling, and whole house fans	UL 507, August 23, 1990 Revision.

<sup>1</sup>NFPA indicates National Fire Prevention Association.

<sup>2</sup>ANSI indicates American National Standards Institute.

<sup>3</sup>UL indicates Underwriters Laboratories.

## Air Conditioners and Cooling Equipment

[Standards for conformance]

Air conditioners:	
Central air conditioners	ARI1210/240–1989.
Room size units	ANSI/AHAM2RAC-1-1982.
Other cooling equipment:	
Including evaporative coolers, heat pumps and other equipment	UL31995, November 30, 1990.4

<sup>1</sup>ARI indicates Air Conditioning and Refrigeration Institute.

<sup>2</sup>AHAM/ANSI indicates American Home Appliance Manufacturers/American National Standards Institute.

<sup>3</sup>UL indicates Underwriters Laboratories.

<sup>4</sup>This standard is a general standard covering many different types of heating and cooling equipment.

Insect screens	Commercially available.
Window films	Commercially available.
Shade screens:	
Fiberglass shade screens	Commercially available.
Polyester shade screens	Commercially available.
Rigid awnings:	
Wood rigid awnings	Commercially available.
Metal rigid awnings	Commercially available.
Louver systems:	
Wood louver systems	Commercially available.
Metal louver systems	Commercially available.
Industrial-grade white paint used as a heat-reflective measure on awnings, window louvers, doors, and exterior duct work (exposed)	Commercially available.

### Screens, Window Films, and Reflective Materials [Standards for conformance]

### APPENDIX D ILLINOIS HOME WEATHERIZATION ASSISTANCE PROGRAM STANDARDS FIELD GUIDE\*

### See Attached Document

\*ATTACHED TO THIS IFB IS THE MOST CURRENT IHWAP STANDARDS FIELD GUIDE AVAILABLE AT THE TIME THE IFB WAS ADVERTISED. DURING THE PERFORMANCE OF THE WORK, THE CONTRACTOR IS REQUIRED TO PERFORM ACCORDING TO THE MOST CURRENT EDITION OF THE IHWAP STANDARDS FIELD GUIDE.