

## Part I Proposal Requirements

Section IA	General Information						
1. Introduction	Community in Action administers the Low-Income Weatherization Programs in Malheur and Harney counties. Funding is provided by the U.S. Department of Energy, U.S. Department of Health and Human Services, Bonneville Power Administration and private funding. These funds are administered by Oregon Housing and Community Services (OHCS) and other funders.						
2. Background	<p>The Energy Assistance and Weatherization Programs are state and federally funded programs managed locally by community action agencies, housing authorities, or local government agencies. The program provides professional weatherization for stick-built and mobile homes through:</p> <ul style="list-style-type: none"> <li>• Furnace repair or replacement</li> <li>• Heating duct sealing and insulation</li> <li>• Repair or replacement of water heaters</li> <li>• Electrical panel upgrades, furnace wiring upgrade, knob and tube inspections, or other electrical needs.</li> </ul> <p>Contractors that demonstrate qualifications or achieve a high numerical score according to the rating criteria contained in this RFP will be considered a qualified Contractor and may be eligible for a contract to provide specialty services as required by Community in Action.</p>						
3. Scope of Project	To provide for the health and safety of the client by providing health and safety electric HVAC repairs or replacements.						
4. Project Funding	<p>Community in Action has received stable funding for the Weatherization/Energy Assistance Programs to serve the last 13 years and anticipates continued funding. We occasionally need specialty contractors to support the work that the weatherization contractors do. The proposal shall include the true estimated costs to perform the work irrespective of budgeted funds for this program.</p> <p>It is the goal of Community in Action to select at a minimum one HVAC Contractor. Also, contractor work-load will depend on funding levels.</p>						
5. Timeline for Selection	<p>*Dates are estimated time frames and are subject to change.</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">Proposal due by 4:00 p.m. Mountain Time</td> <td style="text-align: right;">November 23, 2022</td> </tr> <tr> <td>Proposal review, recommendation and contract signing</td> <td style="text-align: right;"><b>December 6, 2022**</b></td> </tr> <tr> <td>Contract begins</td> <td style="text-align: right;"><b>January 1, 2023**</b></td> </tr> </table> <p><b>**Dates are approximate and subject to change</b></p>	Proposal due by 4:00 p.m. Mountain Time	November 23, 2022	Proposal review, recommendation and contract signing	<b>December 6, 2022**</b>	Contract begins	<b>January 1, 2023**</b>
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<p>6. General Terms and Conditions</p>	<p><b>ADMINISTRATIVE REQUIREMENTS</b> – Contractors shall comply with all management and administrative requirements established by Oregon Uniform Building Code, Plumbing, Mechanical and Electrical Specialty Safety Code and any subsequent amendments or modifications, as applicable to providers licensed in the State of Oregon. All proposals submitted become the property of Community in Action. It is understood and agreed that the prospective Proposer claims no proprietary rights to the ideas and written materials contained in or attached to the proposal submitted. Community in Action has the right to reject or accept proprietary information.</p> <p><b>AUDIT/MONITORING REQUIREMENTS</b> -Auditing or monitoring for the following purposes will be conducted at the discretion of Community in Action: fund accountability; contract compliance; and program performance.</p> <p><b>AUTHORSHIP</b> – Applicants must identify any assistance provided by agencies or individuals outside the proposer’s own organization in preparing the proposal. No contingent fees for such assistance will be allowed to be paid under any contract resulting from this RFP.</p> <p><b>CANCELLATION OF AWARD</b> – Community in Action reserves the right to immediately cancel an award if the contractual agreements has not been entered into by both parties or if new state regulations or policy make it necessary to change the program purpose or content, discontinue such programs, or impose funding reductions. In cases where negotiation of contract activities are necessary, Community in Action reserves the right to limit the period of negotiation to sixty (60) calendar days after which time funds may be unencumbered.</p> <p><b>CONFIDENTIALITY</b> – Proposer shall comply with all applicable agency policies as well as state and federal laws governing the confidentiality of information.</p> <p><b>CONFLICT OF INTEREST</b> – All proposals submitted must contain a statement disclosing or denying any interest, financial or otherwise, that any employee or official of Community in Action or the appropriate Advisory Board may have in the proposing agency or proposed project.</p> <p><b>CONSORTIUM OF AGENCIES</b> – Any consortium of companies or agencies submitting a proposal must certify that each company or agency of the consortium can meet the requirements set forth in the RFP.</p> <p><b>COST OF PROPOSAL &amp; AWARD</b> – The contract will not be final until Community in Action and the prospective Contractor have executed contractual agreement. The contractual agreement consists of the following parts: (a) the basic provisions and general terms and</p>

conditions, (b) the special terms and conditions, (c) the project description and goals (Statement of Work), and (d) the budget and payment terms. Community in Action is not responsible for any costs incurred prior to the effective date of the contract. Community in Action reserves the right to make an award without further negotiation of the proposal submitted. Therefore, the proposal should be submitted in final form from a budgetary, technical, and programmatic standpoint.

**DISPUTES/PROTESTS** – Community in Action encourages the use of informal resolution to address complaints or disputes arising over any actions in implementing the provisions of this RFP within ten business days of the closing date of this RFP. Written complaints should be addressed to Community in Action – Executive Director, 915 SW 3<sup>rd</sup> Ave, Ontario OR 97914.

**DIVERSITY IN EMPLOYMENT AND CONTRACTING REQUIREMENTS** – It is the policy of Community in Action to require equal opportunity in employment and services subject to eligibility standards that may be required for a specific program. Community in Action is an equal opportunity employer and is committed to providing equal opportunity in employment and in access to the provision of all services. This commitment applies regardless of race, color, religion, creed, sex, marital status, national origin, disability, age, veteran status, on-the-job injury, or sexual orientation. Employment decisions are made without consideration of these or any other factors that are prohibited by law. In compliance with Department of Labor Regulations implementing Section 504 of the Rehabilitation Act of 1973, as amended, no qualified handicapped individual shall be discriminated against in admission or access to any program or activity. The prospective contractor must agree to provide equal opportunity in the administration of the contract, and its subcontracts or other agreements. CONTRACTOR shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60-1(b), "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

**ENVIRONMENTALLY RESPONSIBLE PURCHASING PROGRAM** – Community in Action wishes to implement an Environmentally Responsible Purchasing Policy with a goal to reduce negative impacts on human health and the environment. Negative environmental impacts include, but are not limited to, greenhouse gases, air pollution emissions, water contamination, wastes from the manufacturing process and waste in packing. This policy also seeks to increase: 1) water and energy efficiency; 2) renewable energy sources; 3) use of products with recycled content; 4) product durability; 5) use of products that can be recycled, reused, or composted at the end of its life cycle.

**INDEPENDENT PRICE DETERMINATION** – the prospective contractor guarantees that, in connection with this proposal, the prices and/or cost data have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition. This does not preclude or impede the formation of a consortium of companies and/or agencies for purposes of engaging in jointly sponsored proposals.

	<p>LIMITATION – this RFP does not commit Community in Action to award a contract, to pay any costs incurred in the preparation of a response to this RFP, or to procure or contract for services or supplies.</p> <p>LATE PROPOSALS – a proposal received after the closing date and time indicated on page one (1) will not be accepted. No exceptions will be made.</p> <p>ORAL PRESENTATION – An oral presentation may be required of those prospective contractors whose proposals are under consideration. Prospective contractors may be informed that an oral presentation is required and will be notified of the date, time and location the oral presentation is to be conducted.</p> <p>PRICE WARRANT - The proposal shall warrant that the costs quoted for services in response to the RFP are not in excess of those which would be charged any other individual or entity for the same services performed by the perspective contractor.</p> <p>REJECTION OF PROPOSALS – Community in Action reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any or all prospective contractors on modifications to proposals, to waive formalities, to postpone award, or to cancel in part or in its entirety this RFP if it is in the best interest of Community in Action to do so.</p> <p>SUBCONTRACTING – No activities or services included as a part of this proposal may be subcontracted to another organization, firm, or individual without the approval of Community in Action. Such intent to subcontract shall be clearly identified in the proposal. It is understood that the contractor is held responsible for the satisfactory accomplishment of the service or activities included in a subcontract.</p>
<b>SECTION IB</b>	<b>Work Requirements</b>
1. Required Services	<p>a) <u>Code Requirements</u> All work performed under this agreement and the individual project contract shall be in full compliance with the current Oregon Uniform Building, Plumbing, Mechanical, and Electrical Specialty Safety Code <a href="https://www.oregon.gov/bcd/codes-stand/pages/index.aspx">https://www.oregon.gov/bcd/codes-stand/pages/index.aspx</a></p> <p>b) <u>Permit Requirements</u> Contractor shall be responsible for obtaining ALL permits required as a result of construction and shall provide Community in Action with copies of all permits obtained upon request.</p> <p>c) <u>Lead Safe Work Practices</u> Contractor shall be responsible for complying with all lead-based paint renovation, repair and painting (LRRP) requirements if lead based paint will be disturbed. These requirements include having a certified renovator on staff and obtaining their lead-based paint renovation contractor license through the Oregon Construction Contractors Board (CCB); Contractor <b>shall also be registered as a Lead Certified Firm with Oregon CCB (or obtain certification within 45 days of signed Agreement)</b>. Copies of the certified renovators ‘certificate(s) and the lead based paint renovation contractors’ license must be provide to Community in Action prior to the signing of a contract.</p>

	<p>d) <u>Davis-Bacon Act</u> Contractor shall be responsible for complying with the Davis-Bacon Act (40 U.S.C. 3141-3144 and 3146-3148) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction.").</p> <p>e) <u>Debris Removal</u> Contractor shall be responsible for removing all construction debris generated as a result of work performed either by himself/herself or his/her Subcontractors. Disposal of such materials shall be made in accordance with all environmental laws, ordinances, rules or regulations.</p> <p>f) <u>Guarantee</u> All materials provided shall have a twenty (20) year life expectancy when possible. All work and materials shall be guaranteed by Contractor for one (1) year from the time of completion. This guarantee includes the repair and replacement of defective measures resulting from improper installation or material defect.</p> <p>g) <u>Other</u> Contractor shall take all necessary actions to comply with Oregon's employment laws by contributing to the worker's compensation, unemployment compensation and state industrial accident funds, as well as any other actions required by the State of Oregon of any municipality thereof.</p>
<p><b>2. Community in Action Responsibilities</b></p>	<p>Community in Action is responsible for the following activities for weatherization projects:</p> <ul style="list-style-type: none"> <li>a) Determine client eligibility</li> <li>b) Conduct home energy audit and health and safety inspections</li> <li>c) Conduct initial blower door assisted infiltration test</li> <li>d) Conduct initial combustion safety test on non-electric units</li> <li>e) Notify owners of lead based paint hazards</li> <li>f) Notify contractor of lead based paint evaluation results if paint evaluation or risk assessment has been performed</li> <li>g) Review and compare weatherization analysis with the selected Contractor</li> <li>h) Obtain landlord approval</li> <li>i) Prepare work order</li> <li>j) Inspect work in progress</li> <li>k) Perform final inspection to ensure work meets requirements</li> <li>l) Assign penalties</li> <li>m) Request Knob &amp; Tube wiring reports and certificates of insulation</li> <li>n) Pay contractor</li> <li>o) Monitor the contract for compliance to include weatherization lead safe work practices and Davis-Bacon wage regulation compliance</li> <li>p) Provide contractor with a schedule of all State required Technical Training Classes and Certification requirements</li> </ul>
<p><b>3. Contractor Responsibilities</b></p>	<p>The contractor is responsible for the following activities:</p> <ul style="list-style-type: none"> <li>a) Assure that all employees are familiar with the job order and specifications</li> <li>b) Communicate with client to schedule job</li> <li>c) Install weatherization and conservation measures that will increase the thermal efficiency of a dwelling unit as deemed necessary by Community in Action</li> </ul>

	<p>d) Perform incidental repairs essential to assure health and safety of client and installation or preservation of weatherization material</p> <p>e) Get preapproval for any change orders</p> <p>f) Conduct final quality control inspections before submitting inspection request to Community in Action</p> <p>g) Submit inspection requests</p> <p>h) Correct any item which does not pass inspection within five (5) working days</p> <p>i) Submit reinspection requests</p> <p>j) Submit all pertinent documents (manuals, etc.) to property owner</p> <p>k) Contractor shall warrant work for a period of one (1) year. Contractor shall handle any warrantee requirements beyond 1 year.</p> <p>l) Ensure that weatherized units comply with all applicable local, state, and federal regulations.</p> <p>m) Utilize lead safe work practices on all dwellings built prior to 1978</p> <p>n) Comply with all Oregon State lead paint hazard regulations</p>
<p><b>4. Deliverable &amp; Schedule</b></p>	<p>Contractors are expected to complete a job within seven (7) days (for emergencies) or 30 days (for standard jobs) of the issue date, meaning all work is done and an inspection has been requested. If a job fails inspections, the Contractor is expected to make corrections and call for re-inspection within five (5) days. Before a job is considered closed, Contractor must submit copies of permits, final invoice, and Davis-Bacon wage reports (as applicable). <u>Current equipment availability nationally may extend timelines.</u></p>
<p><b>5. Performance Period</b></p>	<p>A contract awarded as a result of this RFP will be in effect through June 30, 2023.</p> <p>Community in Action reserves the right to review contractor performance and capacity to verify satisfactory results are met and that it benefits Community in Action to continue the contractual relationship with Contractor.</p>
<p><b>6. Insurance</b></p>	<p>Proof of insurance shall be provided prior to the starting of the contract performance. Proof will be on an ACORD certificate of Liability Insurance, which the Contractor shall provide to Community in Action. Contractor must notify Community in Action immediately if coverage is suspended, voided, canceled or reduced. It is the Contractor's responsibility to provide evidence of continuing coverage during the contract. Cancellation of a policy is grounds for termination of the contract. All policies must have a Best Rating of A-VII or better.</p> <p>a) <u>Commercial General Liability Insurance</u> The contractor must have Commercial General Liability insurance for a minimum of \$1,000,000 per occurrence and \$1,000,000 annual aggregate.</p> <p>b) <u>Automobile Insurance</u> Liability insurance covering bodily injury and property damage shall be provided by the contractor through a commercial automobile insurance policy. The policy shall cover all owned and non-owned vehicles. Such insurance shall have minimum limits of \$100,000 per occurrence, combined single limit for bodily injury liability and property damage liability with a \$1,000,000 annual aggregate limit.</p> <p>c) <u>Workers Compensation Insurance</u> The Contractor shall hold Workmen's Compensation Insurance in the amount of \$100,000 or more.</p>

**Part II Proposal Preparation and Submittal**

<b>Section IIA</b>	<b>General Information</b>
1. Proposal Clarification	Questions and requests for clarification regarding this Request for Proposal must be directed in writing, via email to the person listed on the cover page. The deadline for submitting such questions/clarifications is 4:00 pm (MT) November 23, 2022.
<b>Section IIB</b>	<b>Proposal Submission</b>
1. Proposals Due	The <b>SEALED</b> original proposal and three (3) copies must be received no later than November 23, 2022 at 4:00 p.m. (MT) <b>The outside of the SEALED envelope/package shall clearly identify:</b> <b>a: RFP Number</b> <b>b: Name and address of the proposer</b> <b>c: All proposals must be made to ATTN: Kris Hurd, Program Manager</b> <b>Responses received after submittal time will not be considered and will be retained and unopened.</b>
2. Proposal	All proposals should include the following documents: <ul style="list-style-type: none"> <li>• Proposal Cover Sheet (Exhibit A)</li> <li>• PreQualification Questionnaire (Exhibit B)</li> <li>• Response to Qualifications (Exhibit C)</li> <li>• Bid Sheet Pricing (Exhibit D, Attachment A)</li> <li>• Federal Certification Regarding Lobbying (Attachment B)</li> <li>• Letter of interest</li> </ul>
	Community in Action encourages the use of submittal materials that contain post-consumer recycle content and are readily recyclable. Proposers are encouraged to print/copy on both sides of a single sheet of paper wherever applicable. Color is acceptable, but content should not be lost by black-and-white printing or copying.

**Part III Proposal Evaluation & Contract Awards**

<b>Section IIIA</b>															
1. Evaluation and Selection	<p>Only those Proposers providing complete information as required will be considered for evaluation.</p> <p>Proposals received in response to this RFP will be evaluated by a Review Committee. Committee review results and recommendations will be presented to Community in Action management for final decision making.</p>														
2. Evaluation Criteria Scoring	<p>Each proposal received in response to the RFP will be objectively evaluated and rated according to a specified point system.</p> <p>A 100 point system will be used, weighted against the following criteria:</p> <table border="1" data-bbox="548 772 1360 1033"> <tr> <td>Competitive Bid Sheet</td> <td>40 points</td> </tr> <tr> <td>Experience/Expertise/Quality</td> <td>20 points</td> </tr> <tr> <td>Experience working with low-income population</td> <td>25 points</td> </tr> <tr> <td>Capacity</td> <td>5 points</td> </tr> <tr> <td>Compliance</td> <td>5 points</td> </tr> <tr> <td>Women/Minority Owned Business</td> <td>5 points</td> </tr> <tr> <td>Total</td> <td>100 points</td> </tr> </table>	Competitive Bid Sheet	40 points	Experience/Expertise/Quality	20 points	Experience working with low-income population	25 points	Capacity	5 points	Compliance	5 points	Women/Minority Owned Business	5 points	Total	100 points
Competitive Bid Sheet	40 points														
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Experience working with low-income population	25 points														
Capacity	5 points														
Compliance	5 points														
Women/Minority Owned Business	5 points														
Total	100 points														
<b>Section IIIB</b>															
<b>Contract Awards</b>															
1. Contractor Selection	<p>The selected Contractor for each specialty area will be determined by the outcome of the evaluation of all proposals by the review committee. Should Community in Action not reach a favorable agreement with a selected proposer, Community in Action shall terminate negotiations and may commence negotiations with another eligible Proposer.</p>														
2. Contract Development	<p>The proposal and all responses provided by the successful Proposer may become a part of the final contract. The form of contract shall be Community in Action HVAC Agreement.</p>														



Exhibit A  
PROPOSAL COVER SHEET

Please provide the following information in the space below:

Legal Name of Applicant Company

Street Address

City, State & Zip Code

Email Address

Phone and Fax Numbers

Program Location (if different than above)

**Does the proposal comply with the requirements contained within the RFP?**

A "NO" response may disqualify the proposal from further consideration.

Yes/No

**Did outside individuals or agencies assist with preparation of this proposal?**

If "Yes", please identify and indicate how it was developed, including credentials of the developer.

Yes/No

I certify that to the best of my knowledge the information contained in this proposal is accurate and complete and that I have the legal authority to commit this agency to a contractual agreement. I realize the final funding for any service is based upon funding levels and the approval of Community in Action.

\_\_\_\_\_  
Signature, Chief Administrator of Applicant Company

\_\_\_\_\_  
Date

**Exhibit B**

**PRE-QUALIFICATION QUESTIONNAIRE**

Please provide the following information in the space below:

- Legal Name of Applicant Company
- Street Address
- City, State & Zip code
- Contact Person and Title

1. Please provide the following:

- a. Oregon CCB License Number and expiration date
- b. Lead-Based Paint Renovation Contractor License Status, Proof of registration as a lead certified firm and expiration date (if not currently registered, registration is required within 60 days of signing contract with Community in Action).
- c. CCB Residential Bond expiration date
- d. Oregon Secretary of State Registration number and expiration date
- e. Proof of SAM.gov registration and expiration date (if not currently registered, registration is required within 60 days of signing contract with Community in Action).
- f. Employer identification Number

<i>Please write any explanations needed on attached additional pages</i>		Yes	No
2.	Is your company currently involved in or does it have any pending legal actions? If yes, please explain.		
3.	Has your company filed for bankruptcy in the past five years? If yes, please Explain.		
4.	Does any employee or official of Community in Action or member of any Community in Action Advisory Board have any financial or other interest in Your agency or this project? If yes, please explain.		
5.	Does your organization guarantee that, in connection with this proposal, the Prices and/or cost data have been arrived at independently, without Consultation, communication or agreement for the purpose of restricting Competition? If no, please explain.		
6.	Does your organization guarantee that fees for services quoted in response to This RFP are not in excess of those which would be charged any other Individual for the same services performed by your agency? If no, please explain		
7.	Do you have (or will you be able to obtain) all the levels of insurance and bonding Required in this RFP?		

I certify that this agency has never been debarred or suspended or otherwise excluded from or are ineligible for participation in Federal Assistance programs under Executive Order 12549 "Debarment and Suspension" and we will not contract with a subcontractor that is debarred or suspended.

I, the undersigned, have read and reviewed all of the above statements and attest, to the best of my knowledge, that they are correct and that I have the legal authority to commit this organization to a contractual agreement.

\_\_\_\_\_  
Signature, Chief Administrator of Applicant Company

\_\_\_\_\_  
Date

**Exhibit C**  
**RESPONSE TO QUALIFICATIONS**

Please provide the following information:

Legal Name of Applicant Company  
Street Address  
City, State & Zip code  
Contact Person and Title

Please be concise and specific when answering the questions below.

1. Describe the services your company provides and your niche market. If you perform more than one service, what percentage of your business does each niche represent?
2. What percentage of your business is new construction and what percentage is retrofit? If you retrofit, what percentage is weatherization-related work? Please describe your work history with retrofit and weatherization.
3. What percentage of your business does work on the following types of structures make up: stick-built homes, mobile homes, and multi-family units? Please describe your experience with each type of structure.
4. Please identify key staff (field and administrative), their full-time equivalency (FTE), technical training and certifications, and describe their anticipated role with this contract.
5. What are your policies and procedures for dealing with a disgruntled client who calls your company?
6. Please describe your inspection process. When a permit is pulled, how often do you pass a job on the first inspection?
7. Have you worked on projects funded by government grants? Please describe the project(s), your role, the contract amount and how long the relationship lasted.
8. Please list any partnerships or contracts you have with area agencies that serve low-income populations.
9. Do you have experience with Davis-Bacon prevailing wage compliance? If yes, please describe.

10. Do you have a drug testing policy/procedure? Please explain the process, frequency, and what results would disqualify an employee. Who makes that determination? What company do you utilize for the drug testing?

11. Do you conduct background checks on all field employees? Please explain the process, what results would disqualify an employee and who makes that determination? What company do you utilize for the background check?

12. are you a minority or woman owned business? In the last year did you subcontract with minority or woman-owned businesses, and if so to what extent?

**Exhibit D  
PROPOSAL BID SHEET**

Proposal packets will be available at Community in Action's office during business hours 9:00 am to 12:00 pm – 1:00 pm to 4:00 pm MT Mon-Thurs , or by email, November 9-23, 2022.

Email Address:

[kris@cina.team](mailto:kris@cina.team)

Phone:

541-889-1060 ext 107

Mailing Address:

Kris Hurd  
Community in Action  
915 SW 3<sup>rd</sup> Ave  
Ontario, OR 97914

**Attachment A  
BID ITEM DETAILS**

**Community in Action HVAC RFP Specialty Bid item Details**

ELECTRICAL
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All work performed shall be done in a professional workmanlike manner and guaranteed for one year. All services and materials provided under this bid shall be provided in accordance to the Electrical Codes for the State of Oregon. **The work order will include a line item to charge necessary materials – as encountered, these will be charged in addition to the hourly rate.**

**E1. Hourly rate** price shall include: **(Bid per hour)**

1. Labor ONLY>
2. Contractor hourly rate charged for performing miscellaneous work (includes mileage).

HVAC
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All work performed shall be done in a professional workmanlike manner and guaranteed for one year. All services and materials provided under this bid shall be provided in accordance to the Mechanical Codes for the State of Oregon. Each bid item includes the cost of permits, disposal of job site debris, and travel to perform the bid item. **The bid items do not include material “unknowns” i.e. duct repair or replacement, wiring upgrades, return grilles, etc. - as encountered, the work order will include a line item for such materials.**

**H1. Service call** price shall include **(Bid per hour)**

1. Labor ONLY.
2. Cost for a service call by the hour.

**H2. Hourly rate** price shall include: **(Bid per hour)**

3. Labor ONLY.

Contractor hourly rate charged for repair or replacement of HVAC equipment, or miscellaneous work.

**ATTACHMENT B**

**Federal Certification Regarding Lobbying**

**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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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.

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**Administrator, Applicant Organization**

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**Date**