



177 Day Island Rd., Eugene, OR 97401 • PH 541-682-3755 • FAX 541-682-3411  
300 West Fairview Dr., Springfield, OR 97477 • PH 541-682-4090 • FAX 541-682-3875

Homes. People. Partnerships. Good. [www.homesforgood.org](http://www.homesforgood.org)



**HOMES FOR GOOD HOUSING AGENCY**

**APPLICATION and SPECIFICATIONS**

**FOR THE**

**WEATHERIZATION OF HOMES**

**20-R-0015**

**BID OPENING DATE:**

**March 3, 2020.**

**LOCATION:**

**300 West Fairview Drive  
Springfield, Oregon 97477**

# TABLE OF CONTENTS

INVITATION FOR SEALED BIDS .....	3
WEATHERIZATION OF HOMES .....	3
INVITATION TO APPLY .....	4
INSTRUCTION TO APPLICANTS.....	5
GENERAL INSTRUCTIONS .....	7
APPLICATION SUBMITTAL REQUIREMENTS CHECKLIST .....	11
BID AGREEMENT .....	12
QUALIFICATION STATEMENT .....	14
INDEPENDENT CONTRACTOR CERTIFICATION STATEMENT .....	15
DRUG FREE WORKPLACE CERTIFICATION .....	16
MATERIAL & SERVICES CONTRACT.....	17

INVITATION FOR SEALED BIDS  
WEATHERIZATION OF HOMES

**20-R-0015**

HOMES FOR GOOD of Lane County invites licensed and bonded weatherization contractors with low-income Weatherization Assistance Program experience to weatherize low-income homes in Lane County, on an “as needed” basis. This will be a qualification contract and will be awarded to the contractors most qualified to participate in HOMES FOR GOOD’s WAP. Based on the selected contractors’ production capacity, HOMES FOR GOOD will commit to the number of contractors necessary to meet HOMES FOR GOOD Weatherization’s annual program production needs. **No single annual contract will exceed \$200,000** Minority contractors and women's business enterprises are encouraged to respond.

The basis for this contract will be a list of standardized weatherization measures and per unit prices. These prices have been derived from historical data from both HOMES FOR GOOD and other similar regional WAP programs. HOMES FOR GOOD maintains the right to make changes to the unit prices in response to regulatory or market changes. As feasible, contractors will be required to take all issued jobs and work in all regions of Lane County. Both contractors and HOMES FOR GOOD have the right to cancel the contract with a 30-day notice. With cancelation, contractors will still be required to complete all jobs they have started work on. Interested new contractors need to respond with this application and include a portfolio of their business model and practices. Applications will be reviewed and scored. Selected new contractors will be interviewed.

Upon award of contract and for the duration of the contract, Contractors will be required to provide insurance certificates as stated in the bid packet. No application will be considered unless the applicant is registered with the CCB of Oregon. All applicants are required to comply with applicable provisions of ORS 279 B. HOMES FOR GOOD may reject any application not in compliance with all prescribed public request for qualification procedures and requirements, and may, for good cause, reject any or all applicants upon a finding of the Agency that it is in the public interest to do so.

HOMES FOR GOOD is an equal opportunity employer. The Lane County Human Services Commission is the sponsoring agency for the services provided. Any questions should be directed to Steve Jole at 541-682-2563. **Emails should be directed to: [sjole@Homes for Good.org](mailto:sjole@Homes for Good.org)**

HOMES FOR GOOD HOUSING AGENCY

INVITATION TO APPLY

**20-R-0015**

Notice is hereby given that Qualification Applications will be received at the Administrative Offices of the Homes for Good Housing agency, 300 W Fairview Dr, Springfield, OR 97477 for the Weatherization of Homes Project, **20-R-0015** until:

**March 03, 2020**

Applications received which are not in proper form shall not be considered. APPLICANT's NAME, ADDRESS, RFQ NUMBER and OPENING DATE shall be on the **OUTSIDE** of the envelope.

A copy of the contract specifications and documents are on file and may be obtained at the Housing and Community Services Agency Administrative Office located at 300 W Fairview Drive, Springfield, OR 97477 or by emailing [sjole@homesforgood.org](mailto:sjole@homesforgood.org).

All applicants are required to comply with the provisions of ORS Chapter 279 B, the applicable provisions of the Equal Opportunity Act of 1972 and the Civil Rights Act of 1964, as amended.

INSTRUCTION TO APPLICANTS

**Submittal of Bids: 1 Original Copy with All Literature**

Sealed bids will be received at Homes for Good, 300 W. Fairview Drive, Springfield, OR 97477, until 3:00 PM PST, Tuesday, March 3, 2020.

ALL MAILED PROPOSALS SHALL BE ADDRESSED AS FOLLOWS:

Contract No. 20-R-0015  
Attn: **Steve Jole WZ Energy Services Director**  
**Homes for Good Housing Agency**  
**300 W Fairview Drive**  
**Springfield, OR 97477**

The envelopes shall also have stated therein the name and address of the submitting firm.

HAND DELIVERED COURIER OR PACKAGED DELIVERY SERVICE SHALL BE DELIVERED DIRECTLY TO:

Contract No. 20-R-0015  
Attn: Steve Jole Energy Services Director  
300 W Fairview Drive  
Springfield, OR 97477  
541-682-2563

BIDS WILL NOT BE ACCEPTED THEREAFTER. ALL BIDS RECEIVED AFTER SAID TIME AND DATE WILL BE RETURNED UNOPENED TO THE BIDDER.

**BIDS SUBMITTED BY FAX WILL NOT BE ACCEPTED**

## INSTRUCTION TO APPLICANTS

### BACKGROUND

Homes for Good Housing agency is a sub recipient of Federal Low-Income Home Energy Assistance Program (LIHEAP), and Department of Energy (DOE) funds to provide weatherization services for low-income families. Funding for this program is administered by State of Oregon Department of Housing and Community Services (OHCS). The Lane County Human Services Division is the local subgrantee of these funds and the sponsoring agency for the services provided.

HOMES FOR GOOD has been operating the program for the past thirty-one (31) years. HOMES FOR GOOD will be using LIHEAP and DOE federal funds in combination with Bonneville Power Administration (BPA) funding, as well as local public and private utility funds, to provide home weatherization services for eligible low-income clients in Lane County. This bid package typically refers to the weatherization of houses or homes. For the purposes of this program, apartments, duplexes, condos and mobile homes are included in the term "house or home".

An energy analysis for each individual house and final inspections will be performed by an Oregon REA certified Agency employee. They will determine which measures will be most efficient and cost effective. HOMES FOR GOOD will write a detailed work order which will include the cost breakdown for each house to be released to the selected contractor. All work must comply with OECA, and OHCS specifications. **These specifications are available at [https://www.oregon.gov/ohcs/CRD/SOS/docs/OR-WAP-Field-Guide-Updated-SWS-2018\\_04-17-18.pdf](https://www.oregon.gov/ohcs/CRD/SOS/docs/OR-WAP-Field-Guide-Updated-SWS-2018_04-17-18.pdf). Interested applicants are encouraged to examine these specifications prior to submitting a bid. When specifications are updated, contractors will be notified by HOMES FOR GOOD. If updated specifications relate to a production cost increase, an adjustment will be made.**

Since the work is of a retrofit nature and private citizens are involved, it is extremely important that the selected Contractor be able to perform the work according to our standards and time schedules. The selected Contractors will often be working in the homes of elderly and/or clients with disabilities and will need to work closely with HOMES FOR GOOD staff. The Agency reserves the right to reject a Contractor and cancel the contract if there are any problems in conforming to the requirements of the program as outlined. Therefore, this is notice to contractors that violations of contract requirements shall be grounds to terminate the contract or cease issuing work.

HOMES FOR GOOD will be accepting qualification applications from private Contractors to provide weatherization services as described here and elsewhere in this bid package. HOMES FOR GOOD makes no promise or guarantee of the actual or total amount that will be paid under this contract. Contractors shall commit to the dollar amount of weatherization work they can complete in 12 months using HOMES FOR GOOD's established preset unit prices of common weatherization measures. Specific price agreements will be made for each house to be weatherized based upon work orders prepared by the Agency.

## GENERAL INSTRUCTIONS

### 1) CONTRACTOR BID AND QUALIFICATION APPLICATION

The Bid will be a capacity bid for the dollar value of work an individual contractor can commit to in a 12 month period. There is no guarantee that HOMES FOR GOOD will provide that amount of work to the contractor. It is in the best interest of HOMES FOR GOOD to offer a predictable supply of work so that the contractors can maintain staff capacity to meet HOMES FOR GOOD's production needs. HOMES FOR GOOD's funding comes from Federal, State and utility grants and is "generally predictable". The more predictably contractors produce quality and timely work, the more predictable the funds will be. It is a partnership. HOMES FOR GOOD's goals are to utilize all available funds to their maximum capacity to make low-income homes energy efficient and provide employment in Lane County. HOMES FOR GOOD reserves the right to make decisions based on meeting these weatherization program goals.

HOMES FOR GOOD is seeking passionate weatherization contractors who are qualified to predictably produce quality weatherization work that meets Weatherization Assistance Program (WAP) standards and timelines. To that end, HOMES FOR GOOD can provide some training. This is a qualifications contract. Along with the capacity bid (page 12) and general qualification statement (page 13), new contractors need to submit an overview of their business including length of time in business, annual volume of jobs, experience weatherizing, experience with WAP programs, and crew size along with their experience and training.

All new bidders that meet minimum qualifications will be required to interview with selection panel.

Qualification Application Documents shall be in an envelope which shall be clearly labeled with the words "BID DOCUMENTS" and show the name of bidder/applicant, the date and time of closing.

### 2) QUESTIONS

If a bidder has a material question as to the content of the RFQ or the specifications, it shall be made in writing. Any question received five (5) or more days prior to the date fixed for opening bids will be given consideration. Answers will be in the form of addenda which will be on file in the offices of the Agency at least five (5) days before bids are opened. Addenda will be mailed to each contractor who picks up or is sent a bid packet, but it shall be the bidder's responsibility to make inquiry as to addenda issued. All such addenda shall become a part of the contract and all bidders shall be bound by such addenda, whether or not received by the bidders.

### 3) PRE-BID MEETING

A Pre-Bid Meeting **is** required for this solicitation. Meeting in person is preferred but in some cases a phone call to Steve Jole could be allowed (541-682-2563). Contractors are encouraged to submit any questions or concerns to the attention of Steve Jole, Energy Services Director.

### 4) RECEIPT AND OPENING OF APPLICATION

Applications received will be securely kept unopened until the deadline of 03/03/2020. HOMES FOR GOOD has no responsibility for the premature opening of applications not properly addressed and identified. At the time and place fixed for the opening of bids, every bid received within the time set for receiving bids will be opened, evaluated and scored.

## 5) AWARD OF CONTRACT: REJECTION OF BIDS

- a) The Agency reserves the right to reject any and all applications and to waive any informality in bids received whenever such rejection or waiver is in the best interest of the public and Agency.
- b) The Agency is prohibited from making any awards to contractors or accepting as subcontractors any individuals or firms which are on lists of contractors that are ineligible (debarred) to receive awards from the United States government.
- c) The Agency also reserves the right to reject the application of any contractor who has previously failed to perform properly or to complete contracts of a similar nature; who is not in a position to perform the contract; or who has habitually and without just cause, neglected the payment of bills or otherwise disregarded their obligations to subcontractors, material suppliers or employees.
- d) The successful bidders may be issued work for a total accumulative dollar value not to exceed the value of the respective contract. Work will be issued "as needed" by the Agency to sustain even flow of progress according to the policies and procedures outlined. **At no time will more than 25% of the total 12 month value be in issuance to a successful bidder.**

## 6) EXECUTION OF CONTRACT

- a) Subsequent to the award(s) and within ten (10) days after the contract forms are presented for signature, the successful bidder(s) shall execute and deliver to the Agency a contract in the form furnished (see "sample" contract) in such number of counterparts as the Agency may require.
- b) The failure of the successful bidder(s) to execute the contract(s) within ten (10) days after the Agency presents the contract for signature, shall constitute a default. Upon declaring a default, the Agency may either award the contract to the next responsible applicant or re-advertise the RFQ.

## 7) EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the Contractor agrees as follows:

- a) The Contractor will not discriminate nor allow any subcontractor to discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated equally during employment, without regard to their race, color, religion, sex, handicap or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this Equal Opportunity clause.
- b) he Contractor will, in all solicitations or advertisement for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.



## 8) CONFLICT OF INTEREST

No member, officer, or employee of the Agency, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the Agency was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the projects, shall during their tenure, or for one year hereafter, have any interest direct or indirect, in this contract or the proceeds thereof.

## 9) INSURANCE REQUIREMENTS

The Contractor and each of the subcontractors shall deliver to the Agency, together with the executed contract and performance bond, Certificate(s) of Insurance showing that the following insurance is in force and will cover all operations under the contract:

- [1] Workers' Compensation, in accordance with State law.
- [2] Automobile liability for owned and non-owned motor vehicles used on the site or in connections therewith for a combined single limit for bodily injury and property damage of not less than \$500,000 per occurrence.
- [3] Commercial General Liability and Professional Liability: the minimum limit of liability shall be \$1,000,000 per occurrence written with a combined single limit for bodily injury and property damage. A deductible, if any, may not exceed \$5,000 per occurrence.
- [4] Performance Bond of no less than \$20,000.

*NOTE: Agency shall be named in Insurance Certificate as additional insured for all described insurance. Contractor shall submit the "additional insured endorsement" along with the certificate for general liability. Endorsement shall name the Agency for this project as: The Homes for Good Housing agency, 300 W Fairview Drive, Springfield, OR 97477.*

Should insurance be canceled or reduced prior to final acceptance and should any insurance bearing on adequacy of performance be reduced prior to end of guarantee periods, and if Contractor fails to immediately procure such insurance as specified, Agency reserves the right to procure such insurance and to charge the cost thereof to the Contractor. Insurance shall not be canceled unless Agency is notified in writing thirty (30) days prior.

## 10) PRECONSTRUCTION MEETING

Either before or soon after the actual award of the Contract (but in any event prior to the start of weatherization), the Contractor or their representative shall attend a preconstruction meeting with representatives of the Agency. The meeting will serve to acquaint new contractors with the general plan of contract requirements under which the weatherization work is to proceed and will inform the Contractor of any obligations imposed on them. The date, time and place of the meeting will be furnished to the Contractor by the Agency.

## 11) LEAD RENOVATOR FIRM CERTIFICATE

Prior to commencement of work, Contractor and weatherization crew members must provide Agency with copies of their Lead Renovator and Firm certificates. It is the Contractor's responsibility to ensure

that all of their employees who work on Agency jobs are knowledgeable in lead safe work practices. Furthermore, contractors are required to have at least one certified lead renovator on staff who oversees each job site where the structure was constructed prior to 1978. Additionally, it is the Contractor's responsibility to distribute the EPA Lead Safety pamphlet, ***Renovate Right***, to each family being served under this program with a potential lead paint risk (**residences built prior to 1978**). Agency auditors will help identify such risks by stating that lead safe work must be used on their written work order narrative providing date of construction information when possible. **No final invoices will be paid without the required LLRP documentation and photographs of site specific LLRP practices. Contractors who are not performing up to the LLRP Practices and required documentation may be required to have onsite inspections by HOMES FOR GOOD for the purposes of training. Contractors who persist in not following the required lead safe processes will no longer be issued work orders. HOMES FOR GOOD will periodically offer Lead Renovator training and certification to their contractors. With pre-approval, HOMES FOR GOOD can usually reimburse contractors the cost of Lead Training class.**

# APPLICATION SUBMITTAL REQUIREMENTS CHECKLIST

20-R-0015

- \_\_\_\_\_ Bid Agreement - Signed and Notarized
- \_\_\_\_\_ Qualification Statement
- \_\_\_\_\_ Business Plan/Assessment
- \_\_\_\_\_ Independent Contractor Certification Statement
- \_\_\_\_\_ Drug Free Workplace Certification
- \_\_\_\_\_ Proof of State of Oregon CCB Licensing
- \_\_\_\_\_ Proof of Lead Renovator Firm Certificate

BID AGREEMENT  
20-R-0015  
(TO BE SUBMITTED WITH APPLICATION)  
Part 1 of 5

Business Name of Bidder: \_\_\_\_\_

1. The undersigned agrees, if awarded the contract, to execute and deliver to Homes for Good Housing agency, within ten (10) calendar days after receipt of a formal letter of award, two (2) signed copies of the Contract.
2. It is understood that the undersigned bidder may withdraw this bid at any time prior to the day of opening, but that all bids shall be irrevocable for a period of sixty (60) days from the day of opening.
3. Bidders must satisfy themselves by personal examination of the specifications and provisions, and by such other means as they prefer as to the actual conditions and requirements of the specifications and provisions, and shall not at any time after submission of the bid, dispute, complain, or assert that there was any misunderstanding in regard to the nature, quality or description of the materials and services to be supplied.
4. Receipt of the following addenda to the requirements and/or specifications is hereby acknowledged:

<b>Addendum No.</b>	<b>Addendum Receipt Date</b>	<b>Signed Acknowledgment</b>
---------------------	------------------------------	------------------------------

1. \_\_\_\_\_
2. \_\_\_\_\_

(NOTE: Failure to acknowledge receipt of Addenda may be considered an irregularity in the proposal.)

5. The undersigned as bidder declares that the only person or parties interested in this proposal, as principals, are those named herein; that his/her proposal is made without collusion with any other person, firm, or corporation; that he/she has carefully examined the contract documents, including the specifications and special provisions; and that he/she will contract with Agency to furnish the services and materials as specified, in the manner and the time therein prescribed and according to all the requirements set forth therein; and that the contents of this bid have not been communicated by the bidder, his/her employees or agents to any person not an employee or agent of the bidder.
6. The Homes for Good Housing agency reserves the right to reject any or all bids and waive informality or irregularity.
7. Notice of Acceptance of this bid or requests for additional information should be addressed to the undersigned at the address stated on the next page:

**BID AGREEMENT**  
**20-R-0015**  
(TO BE SUBMITTED WITH APPLICATION)  
Part 2 of 5

Based on HOMES FOR GOOD's requirements:

Business Name: \_\_\_\_\_

Commits to have the capacity to complete \$ \_\_\_\_\_ of work on HOMES FOR GOOD weatherization projects in a 12-month period.

Submitted By: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_ Phone: \_\_\_\_\_

If Corporation (Secretary Attest): \_\_\_\_\_

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2020

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020

Notary Public for Oregon:

My commission expires: \_\_\_\_\_

QUALIFICATION STATEMENT  
20-R-0015  
(TO BE SUBMITTED WITH APPLICATION)  
Part 3 of 5

FIRM NAME: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ PHONE: \_\_\_\_\_

This firm is a:    \_\_\_\_\_ Corporation    \_\_\_\_\_ Partnership    \_\_\_\_\_ Sole Proprietorship

**Names and addresses of all principals, partners, officers, etc**

Name: \_\_\_\_\_ Address: \_\_\_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_

Business License No: \_\_\_\_\_ State Registration No: \_\_\_\_\_

**Employee Accident Insurance Co:** \_\_\_\_\_

Amt \$: \_\_\_\_\_ Policy No: \_\_\_\_\_ Exp Date: \_\_\_\_\_

Agent: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

**Liability & Property Damage Insurance Co:** \_\_\_\_\_

Amt \$: \_\_\_\_\_ Policy No: \_\_\_\_\_ Exp Date: \_\_\_\_\_

Agent: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

**Bonding Company:** \_\_\_\_\_

Amt \$: \_\_\_\_\_ Policy No: \_\_\_\_\_ Exp Date: \_\_\_\_\_

Agent: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Oregon CCB#: \_\_\_\_\_

INDEPENDENT CONTRACTOR CERTIFICATION STATEMENT  
20-R-0015  
(TO BE SUBMITTED WITH APPLICATION)  
Part 4 of 5

**NOTE: Oregon law, requires your business to qualify as an independent contractor (demonstrate that you are in business for yourself and not an employee) in order to be registered with the Construction Contractors Board.**

You can qualify as an independent contractor by certifying that you meet the following standards;

- (1) You provide labor and services free from direction and control, subject only to the accomplishment of specified results
- (2) You are responsible for obtaining all assumed business registrations or professional occupation licenses required by state or local law
- (3) You furnish the tools or equipment necessary to do the work
- (4) You have the authority to hire and fire employees who perform the work
- (5) You are paid on completion of the project or on the basis of a periodic retainer
- (6) You are registered with the Construction Contractors Board (Builders Board)
- (7) You filed Federal and state income tax returns for the business for the previous year if you performed labor or services as an independent contractor in the previous year
- (8) You represent to the public that you are an independently established business, as follows:

**YOU MUST INDICATE THAT YOU MEET FOUR (4) OR MORE OF THE FOLLOWING**

- \_\_\_\_\_ A) You work primarily at a location separate from your residence
- \_\_\_\_\_ B) You have purchased commercial advertising, business cards, or have trade association membership
- \_\_\_\_\_ C) You use a telephone listing and service separate from your personal residence listing and service
- \_\_\_\_\_ D) You perform labor or services only pursuant to written contracts
- \_\_\_\_\_ E) You perform labor or services for two or more different persons within a period of one year
- \_\_\_\_\_ F) You assume financial responsibility for defective workmanship and breach of contract, as evidenced by performance bonds or liability insurance coverage

*I hereby certify that the above information is correct.*

Signature: \_\_\_\_\_ Date \_\_\_\_\_  
(owner, partner or corporate officer)

Business name: \_\_\_\_\_

DRUG FREE WORKPLACE CERTIFICATION  
20-R-0015  
(TO BE SUBMITTED WITH APPLICATION)  
Part 4 of 5

To meet the requirements of the Drug Free Workplace Act, each contractor must certify and agree to the following provisions before contract award:

1. Publish, post, and provide a hard copy statement to each employee stipulating that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace, and specify the actions that will be taken against employees for violation of such prohibition
2. Establish a drug-free awareness program to inform employees of the following:
  - a. The dangers of drug abuse in the workplace
  - b. Company policy for maintaining a drug-free workplace
  - c. Available drug counseling, rehabilitation, and employee assistance programs
  - d. Penalties imposed for drug abuse violations occurring in the workplace
3. Require as a condition for employment that each employee:
  - a. Abide by the terms of Item 1 above, and
  - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction
4. Notify the Housing and Community Services Agency (HOMES FOR GOOD) within ten days after receiving notice (as referenced in Item 3b) from an employee or after receiving actual notice of such conviction. Employers must identify the position title of the employee and the grant number of each affected grant.
5. The employer must respond within 30-days of receiving notice of conviction by:
  - a. Taking appropriate personnel action against the convicted employee, up to and including termination; consistent with the requirements of the Rehabilitation Act of 1973, as amended, or
  - b. Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency
6. Continue to make a good faith effort to promote and maintain a drug-free workplace by consistently implementing steps 1 – 5.

*I hereby certify I will maintain a Drug Free Workplace and fulfill all requirements stated above.*

Company Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

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



**MATERIAL & SERVICES CONTRACT  
CONTRACT #**

In consideration of the covenants set forth below:

CONTRACTOR NAME ADDRESS

Hereinafter referred to as CONTRACTOR, and the Housing and Community Services Agency of Lane County, a public corporation, hereinafter referred to as AGENCY, mutually contract as follows:

**SPECIFIC TERMS**

1. SCOPE OF SERVICES.

CONTRACTOR will provide all permits, labor and materials to provide \_\_\_\_\_ services as described within CONTRACTOR'S proposal and AGENCY'S [RFP/Request for Quotes] for \_\_\_\_\_ services at AGENCY owned located at \_\_\_\_\_. CONTRACTOR agrees and covenants with AGENCY that CONTRACTOR will comply with the requirements of the [bid/proposal/quote] attachments, conditions, specifications, or proposal; any attached work description or specifications; and the highest industry standards in performing the above described services.

2. COMPENSATION. For the satisfactory performance of this contract, AGENCY agrees to pay CONTRACTOR an amount not to exceed \_\_\_\_\_ (\$\_\_\_\_). CONTRACTOR will not exceed this maximum Contract amount without AGENCY prior written approval.

PAYMENT shall be made [at the completion of this Contract/ in periodic monthly payments] within 30 days of receipt of any proper billing or invoice for performance accepted by AGENCY. In the event of non-payment due to a fee dispute, CONTRACTOR shall continue to perform Contract services.

**GENERAL PROVISIONS**

3. CONTRACT DOCUMENTS. This Contract is subject to: 1) AGENCY'S solicitation and scope of work, attached hereto as Exhibit A; 2) CONTRACTOR'S quote, attached as Exhibit B; 3) and applicable ORS 279B provisions, attached as Exhibit C. Together with this Contract, these documents constitute the "Contract Documents". In the event of a conflict, the terms of this Contract will govern, followed by Exhibits C, A and B, in that order.

4. TERM. Unless otherwise terminated in accordance with Section 5, below, this Contract will be valid until \_\_\_\_\_ (\_\_\_\_calendar days/years) from the date of execution [at which time AGENCY may choose to renew for an additional days/years.]

5. TERMINATION. AGENCY may terminate this Contract effective upon notice to CONTRACTOR for any willful failure or refusal on the part of CONTRACTOR to faithfully perform the Contract according to its terms. In addition, AGENCY may terminate the Contract without cause upon thirty (30) days written notice to CONTRACTOR. Notice shall be provided in accordance with the Notice provision in Section 20. AGENCY will pay CONTRACTOR for all satisfactory work performed up to the termination date.

6. INDEMNIFICATION. CONTRACTOR agrees that its performance under this Contract is at CONTRACTOR'S sole risk and that CONTRACTOR shall indemnify AGENCY, its commissioners, agents, officers and employees, against, and hold them harmless from, any and all liability for damages, costs, losses and expenses resulting from, arising out of, or in any way connected with this Contract, or from CONTRACTOR'S failure to perform fully hereunder, and CONTRACTOR further agrees to defend AGENCY, its commissioners, agents, officers and employees, against all suits, actions or proceedings brought by any third party against them for which CONTRACTOR would be liable hereunder.

7. INDEPENDENT CONTRACTOR STATUS. CONTRACTOR is an independent CONTRACTOR and acknowledges that it is responsible for all state and federal taxes related to payments made pursuant to this Contract.
  - 7.1 CONTRACTOR is not currently employed by AGENCY, and will not be under the direct control of AGENCY.
  - 7.2 CONTRACTOR will not be eligible for any federal Social Security, state Workmen's Compensation, unemployment insurance or Public Employees Retirement System benefits from this Contract payment, except as a self-employed individual.
  - 7.3 CONTRACTOR is not a member of the Oregon Public Employees Retirement System, nor employed for a total of 600 hours or more in the calendar year by any public employer participating in the Retirement System.
  - 7.4 AGENCY shall report the total amount of all payments to CONTRACTOR, including any expenses, in accordance with federal Internal Revenue Service and State of Oregon Department of Revenue regulations.
8. INSURANCE. CONTRACTOR shall maintain during the life of this Contract and provide certification of the following minimum public liability and property damage insurance, which shall protect CONTRACTOR from claims for injuries including accidental death, as well as from claims for property damage, which may arise from the performance of work under this Contract:
  - 8.1 Commercial general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability naming AGENCY as an additional insured. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000. CONTRACTOR shall not cancel, materially change, or not renew insurance coverages. Any insurance bearing any adequacy of performance shall be maintained after completion of the Contract for the full guaranteed period.

Nothing contained in these insurance requirements shall be construed as limiting the extent of CONTRACTOR'S responsibility for payment of damages resulting from CONTRACTOR'S operation under this Contract.
  - 8.2 Auto liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability naming AGENCY as an additional insured. The combined single limit for bodily injury and property damage shall not be less than \$500,000.
  - 8.3 Statutory workers' compensation and employer's liability insurance for the State of Oregon.
9. MINIMUM WAGE. CONTRACTOR agrees to adhere to all minimum hourly wage payments and record keeping requirements under this Contract for wage determination as issued by the U.S. Department of Labor.
10. DRUG FREE ENVIRONMENT CERTIFICATION. By signing this Contract, CONTRACTOR certifies CONTRACTOR will provide a drug-free workplace while performing work at the contracted location.
11. LICENSING. CONTRACTOR certifies CONTRACTOR has all necessary licenses, permits or certificates of registration (including the Construction Contractor's Board registration, if applicable) necessary to perform the work covered by this Contract, and certifies that all subcontractors shall likewise have all necessary licenses, permits or certificates before performing any work. The failure of

CONTRACTOR to have or maintain such licenses, permits or certificates is grounds for immediate termination of the Contract.

12. **WARRANTY.** CONTRACTOR warrants that work performed or goods provided under this Contract will be free of any defect in equipment, material, or workmanship performed by CONTRACTOR. This warranty shall continue for a period of one year from the date of final acceptance of the work or goods. Additionally, CONTRACTOR shall transfer any and all manufacturer warranties to AGENCY. Failure of AGENCY to enforce any provision of this Contract shall not constitute a waiver or relinquishment by AGENCY of the right to such performance in the future nor of the right to enforce that or any other provision of this Contract.
13. **CONFIDENTIALITY.** CONTRACTOR shall protect the confidentiality of all information concerning applicants for and recipients of services funded by this Contract and shall not release or disclose any such information except as directly connected with the administration of this Contract. All records and files shall be appropriately secured to prevent access by unauthorized persons.
14. **RESIDENTIAL PERFORMANCE.** CONTRACTOR understands that work under this Contract will be delivered to and/or performed at AGENCY-owned residential complexes, and that residents and visitors shall be treated respectfully and in a professional manner.
15. **MODIFICATION OR AMENDMENT.** No amendment to this Contract shall be valid, unless in writing and signed by the parties.
16. **SUBCONTRACTS AND ASSIGNMENT.** CONTRACTOR shall not subcontract, assign or transfer any of the work scheduled under this Contract, without the prior written consent of AGENCY.

Notwithstanding AGENCY approval of a subcontractor, CONTRACTOR shall remain obligated for full performance hereunder, and AGENCY shall incur no obligation other than its obligations to the Contract hereunder. CONTRACTOR agrees that, if subcontractors are employed in the performance of this Contract, CONTRACTOR and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

17. **ERRORS.** CONTRACTOR shall perform such additional work as may be necessary to correct errors in the work required under this Contract without undue delays and without additional cost.
18. **ARBITRATION.** If any disputes, disagreements, or controversies arise between the parties pertaining to the interpretation, validity, or enforcement of this Contract, the parties shall, upon the request of AGENCY, submit such dispute to binding arbitration under the Oregon Uniform Arbitration Act, ORS 36.600 et seq. Arbitration shall be requested by delivering to the other party a written request for arbitration. Within five (5) days of receipt of such request, the parties shall select a mutually agreeable arbitrator and designate mutually agreeable rules of arbitration. If the parties cannot agree upon an arbitrator within five (5) days, an arbitrator may be appointed by the presiding judge of the Lane County Circuit Court, upon the request of either party submitted in accordance with ORS 36.645. If the parties have not designated mutually agreeable rules of arbitration at such time as the arbitrator is appointed, the arbitrator shall adopt rules for the arbitration. The arbitrator's decision shall be binding upon the parties.

Notwithstanding any dispute under this Contract, whether before or during arbitration, CONTRACTOR shall continue to perform work under this Contract pending resolution of the dispute, and AGENCY shall make payments as required by this Contract for undisputed portions of work.

19. **ATTORNEY FEES.** If either party commences any arbitration, legal action, suit, or proceeding against the other to rescind, interpret or enforce the terms of this Contract, the parties agree that the prevailing party shall be awarded reasonable attorney's fees and costs incurred in any such arbitration, action,

suit or proceeding and in any later appeals filed as a consequence thereof. Such costs shall bear interest at the maximum legal rate from the date incurred, until the date paid by losing party.

20. NOTICE. Any notice provided pursuant to the terms of this Contract may be hand-delivered or sent via first-class mail, and will be deemed given immediately, if hand-delivered, and three days after the date of mailing, if sent via first-class mail. Notices shall be addressed to the parties at the addresses provided below, or as updated by the parties from time to time.
21. SEVERABILITY. If any part, term or clause of this Contract is held by a court or arbitrator to be unenforceable, of no effect or in conflict with any law, the validity of the remaining provisions and clauses shall not be affected and the rights and obligations of the parties shall be construed and in force as if the Contract did not contain the particular part, term or clause held to be unenforceable.
22. ENTIRE AGREEMENT. This Contract represents the entire understanding of AGENCY and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be a force or effect with respect to those matters covered hereunder.

SAMPLE

CONTRACTOR (NAME): \_\_\_\_\_

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

Name (Printed): \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Federal Business I.D. Number: \_\_\_\_\_

Contractor's License Number: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

HOMES FOR GOOD  
300 West Fairview Drive, Springfield, Oregon 97477

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

Jacob Fox, Executive Director

SAMPLE