



Tri-County Community Action Agency, Inc.
214 Nacogdoches Street
Center, TX 75935

(936) 598-6315, ext. 502 (office) (936) 598-7377 (fax)

**Tri-County Community Action Agency, Inc.
214 Nacogdoches Street
Center, Texas 75935**

NOTICE:

Request for Proposals:

Tri-County Community Action Agency, Inc. (TCCA) has a contract with the Texas Department of Housing and Community Affairs to provide Heating and Cooling Services to low income homes in a seven nine (9) county area. The counties are ***Harrison, Jasper, Newton, Panola, Sabine, San Augustine, Shelby, Tyler, and Upshur.*** Should your business not serve all nine (9) counties, you are free to bid on the counties that are in your service area. Proposals will be accepted to procure the following services:

- Installation/repair of window A/C units
- Space Heaters
- Repair of HVAC systems

A contract pursuant to this solicitation, if awarded, for the first year will be for a period of 12-months with an option to renew for an additional 4 years, contingent upon availability of funds.

Proposal packets for Heating and Cooling will be available for pick up beginning **March 15-22, 2022.** Interested parties should contact Brenda Allen, Program Director at 214 Nacogdoches St., Center, TX, Monday-Friday from 8:30-4:00 p.m. The public proposal opening will be held on **April 5, 2022** in the office of Brenda Allen. Only completed applications will be accepted.

Request for Proposal Schedule

Date	Activity
March 15, 2022	Seven (7) day advertisement in newspaper that cover TCCA's service area
March 15-25, 2022	Request for Proposal available for pick-up or mail
April 4, 2022	Request for Proposal packet submission deadline
April 5, 2022	Request for Proposal opening @ 10:00 a.m.
April 5, 2022	Score Request for Proposal packets and submit results to agency's Executive Director
April 7-8, 2022	Mail notification to RFP Respondants
April 15, 2022	Deadline to submit disputes @1:00 p.m.
April 18-20, 2022	Review any disputes & protests
April 22, 2022	Mail final status regarding disputes & protests
April 25-27, 2022	Sign contract

**Tri-County Community Action Agency, Inc.
Procurement for Heating & Cooling Services**

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SAMPLE CONTRACT 20-23

**Tri-County Community Action Agency, Inc.
Materials Installation Standards
Heating & Colling
Request for Proposal Certification**

Contractor and Company Name:	
Other Company Names or DBA's	
SSN or Employer's Federal ID #:	
Mailing Address:	
Telephone #:	
Fax #:	

I understand that Contractors and Subcontractors must not be debarred, suspended, or ineligible according to the U.S. General Services Administration's List of Parties Excluded from Federal Procurement or Non-Procurement Programs. Verification of contractor eligibility shall be obtained from the Texas Department of Housing and Community Affairs prior to awarding a contract.

I understand that I must carry adequate general liability and worker's compensation insurance. This insurance must be applicable to work done in the counties listed in the proposal and must be in effect during the entirety of the contract period. Evidence of such insurance must be presented prior to the execution of the contract.

I understand that all work must be completed according to the Texas Department of Housing and Community Affairs and Tri-County Community Action Agency, Inc. guidelines and conform to all applicable codes and general specifications.

I certify that I am not a board member, officer, employee or former employee or agent of Tri-County Community Action Agency, Inc. Nor am I a family member, spouse of a board member, officer, employee or agent of Tri-County Community Action Agency, Inc.

I have been provided a copy of the Request for Proposals package, reviewed the documents, and certify that all work completed will meet or exceed these standards and specifications. I further understand that if work performed is found to be unsatisfactory by Tri-County Community Action Agency, Inc. or if the relations between my company, homeowner, or other parties are found to be unsatisfactory, it may result in debarment from future Tri-County Community Action Agency, Inc. contracts.

I understand that I must report only fully completed units to the Agency. I understand that I cannot alter any work without authorization of the Agency.

I agree to provide Tri-County Community Action Agency, Inc. a forty-five (45) day no interest charge for payment. Payments are made as individual units are totally completed and pass final inspection by the agency.

I agree to provide proposed services without frequent delays.

I understand that I must provide a one-year warranty on all work and that failure to complete warranty work may result in debarment from future contracts.

I understand that I must complete all work within the period specified in the contract.

I will abide by the Texas Department of Housing and Community Affairs regulations pertaining to equal employment opportunity.

I understand that selected contractor(s) may be required to undergo background and credit verification prior to execution of contract.

I understand that Tri-County Community Action Agency, Inc. reserves the right to reject any and all Request for Proposals.

No member, officer, agency or employees of Tri-County Community Action Agency, Inc. shall be personally liable concerning any matters arising out of or in relation to the commitment heating and cooling funds with regards to feasibility or validity of the proposed subject.

Contractor's Name (Printed)

Date

Contractor's Signature

**Tri-County Community Action Agency, Inc.
Procurement for Heating & Cooling Services**

Request for Proposal Instructions/Information

General Instruction

The Request for Proposal must be submitted in a secured envelope to Tri-County Community Action Agency, Inc., 214 Nacogdoches Street, Room #8, Center, Texas 75935 or hand delivered to same address no later than 2:00 p.m. on _____. Request for Proposals received after the deadline will be automatically rejected.

The secured envelope must be clearly marked as follows:

Request for Proposal Response: CEAP Program

Attention: Social Services Program Director

A contract pursuant to this solicitation if awarded for the first year will be for a period of twelve (12) months with an option to renew for an additional four (4) years, contingent upon availability of funds.

Both successful and unsuccessful Request for Proposals will be given prompt written notice.

Tri-County Community Action Agency, Inc. reserves the right to refuse any and/or all Request for Proposals.

Contracts will be awarded to the lowest, most responsible and responsive Request for Proposal(s) utilizing the pre-established scoring criteria.

Request for Proposal should include any or all of the counties in Tri-County Community Action Agency, Inc.'s service area that are inclusive of *Harrison, Jasper, Newton, Panola, Sabine, San Augustine, Shelby, Tyler, and Upshur counties.*

The complete Request for Proposal Packet must include the following in the order stated:

Tab No.	Document	Description
1	Cover Letter	Letter on Agency or Company letterhead including contact person(s) telephone and fax number.
2	Schedule A-Integrity, Financial Resources, and Financial Obligations	Provide reference information
3	Schedule B-Record of Past Performance & Technical Resources	Provide reference information
4	Schedule C-Price List	The Request for Proposal must be <u>clear</u> and <u>legible</u> in the indicated column for each

		material and work item requested. The total price for the material and labor must be provided as indicated. All fields must be completed. The Request for Proposal prices must be added to the total Request for Proposal's amount. If the total amount indicated is incorrect, the Request for Proposal will be automatically rejected.
5	Request for Proposal Certification	Must be signed and dated
6	Materials Specification	Material, equipment and fixtures to be furnished must be identified by the manufacturer's name.

Note:

- We will reject your Request for Proposal if it is incomplete and/or illegible.
- The selected Request for Proposal will be fore checked heating & cooling services.
- The selected Request for Proposal will be checked for cost reasonableness. If the contractor's Request for Proposal is too high, the Agency will negotiate a lower Request for Proposal from the selected contractor, review if any item(s) we were priced inappropriately or obtain a new contractor.
- Tri-County Community Action Agency, Inc. will enter into competitive negotiations if more than one Request for Proposal is selected in order to obtain a single price list.
- Each Request for Proposal or participant shall have the right to appeal any administrative issues arising from the procurement efforts to Tri-County Community Action Agency, Inc. These issues include: source evaluation, protests, disputes, and claims.

If the person submitting the Request for Proposal is not satisfied with the decision of Tri-County Community Action Agency, Inc., he/she may then appeal his/her grievance to the Texas Department of Housing and Community Affairs provided such appeal is related to the following:

- Violations of federal laws or regulations
- Violations of protest procedures or failure to review a complaint or protest

**Tri-County Community Action Agency, Inc.
Procurement for Heating & Cooling Services
SCORING CRITERIA**

All Requests for Proposals will be scored based on the following criteria:

FORM	DESCRIPTION	POSSIBLE POINTS
Schedule A	Integrity	8 max
Schedule A	Financial Resources	11 max
Schedule A	Financial Obligations	6 max
Schedule B	Record of Past Performance / Technical Resources	14 max
Schedule B	Length of Experience	5 max
Schedule B	Minority Owned / Woman Owned Business	1 max
Schedule C	Price	50 max
N/A	Professional membership, certifications, and licenses. Was information provided current?	5 max
	Total Possible Score	100 points

If the Request for Proposal is incomplete or illegible, it will be automatically rejected.

Tri-County Community Action Agency, Inc. reserves the right to refuse any and all Request for Proposals

**Tri-County Community Action Agency, Inc.
Procurement for Heating & Cooling Services
SCHEDULE A**

Integrity, Financial Resources and Financial Obligations

Please list two (2) references of persons or firms that you have used as a material supplier in the past twelve (12) months and who are familiar with your work.

Reference #1

Name:	
Address:	
Company:	
Phone:	

Reference #2

Name:	
Address:	
Company:	
Phone:	

These questions will be asked when we contact the references:

Integrity (8 points max)

1. If an occasion arose, would you subcontract with this firm or person to do a job for you?
 Yes No
2. To the best of your knowledge, has this firm or person consistently conducted their business affairs in a manner to reflect sound business judgment? Yes No

Financial Resources (11 points max)

(2 points per reference)

1. Has this firm or person been past due on any of their payments during the last six months?
 Yes No

(3 points)

2. Provide a financial statement

(1 point for each "No" response)

3. Are you or have you been involved in a Chapter 13 proceeding? Yes No
4. Are there any liens against your firm? Yes No
5. Are there any lawsuits against your firm? Yes No
6. Have any complaints been filed against your firm with the Better Business Bureau (BBB)?

Yes No

If yes, please describe the nature of the complaint and its resolution: _____

Financial Obligation (6 points max)
(3 points each)

1. Provide a Credit Reference from Financial Institution
2. Would you be able to meet your financial obligations if your payment was held for 45 days?

Yes No

If no, please explain: _____

Tri-County Community Action Agency, Inc.
Procurement for Heating & Cooling Services
SCHEDULE B

Record of Past Performance and Technical Resources

List two work references of persons or firms for whom you have worked as a contractor to perform energy conservation work. Energy conservation work is defined as but not limited to the following work: service and repair of existing heating and cooling units.

Reference #1

Name:	
Address:	
Company:	
Phone:	

Reference #2

Name:	
Address:	
Company:	
Phone:	

Record of Past Performance (3 points each per reference)

These questions will be asked when we contact the references.

1. Is the quality of work of this firm or person satisfactory or poor? Satisfactory Poor

If satisfactory, specify in what way: _____

If **not** satisfactory, specify in what way: _____

2. Has this firm or person been timely in completing projects? Yes No
3. Has this firm or person's crew operated, to the best of your knowledge, with good behavior at work sites? Yes No
4. If the occasion arose, would you subcontract again with this firm or person to do a job for you?
 Yes No

Length of Experience (1/2 points per year to a max of 5 (five) points)

State the number of years you have done professional Heating & Cooling contract work: _____

General (1 point max)

Are you a minority-owned or women-owned enterprise? Yes No

Insurance (Required, Bid rejected if not provided)

1. Provide proof of liability insurance
2. Provide proof of Worker's Compensation for all employees

3. Provide proof (provided by insurance company) of and maintain vehicle liability insurance.

**Schedule C
Price List**

County(ies) _____

RFP is for materials and labor listed. No substitutions allowed.

All Fields must be completed. Failure to bid on all items will result in automatic rejection of Proposal

Please provide an inclusive price which includes all associated costs (travel, install, disposal, etc.)

Please make copies for additional counties if needed

	Single unit install		2 or more units installed	
	Material	Labor	Material	Labor
CONTROLS				
ASSESSMENT/DIAGNOSTIC FEE				
FOCUS PRO THERMOSTAT				
LOW PRESSURE SWITCH				
HIGH PRESSURE SWITCH				
CAPACITORS				
RUN CAP SINGLE				
DUAL RUN CAP				
TURBO 200				
HARD START				
ELECTRICAL COMPONENTS & REPAIR				
CONTACTOR				
RELAY				
TRANSFORMER 40va				
CIRCUIT BOARD				
MISCELLANEOUS WIRING REPAIR PARTS				
MOTORS				
CONDENSER UNIVERSAL 1075 RPM				
CONDENSER UNIVERSAL 825 RPM				
CONDENSER OEM 1075 RPM				
CONDENSER OEM 825 RPM				
BLOWER MOTOR UNIVERSAL				
BLOWER MOTOR OEM				
UNIVERSAL MOTOR BRACKET				
BLOWER WHEEL				
BLOWER ASSEMBLY				
GAS HEAT				
INDUCER FAN MOTOR				
INDUCER PRESSURE SWITCH				
HOT SURFACE IGNITOR				
GAS VALVE UNIVERSAL				
GAS VALVE OEM				
THERMOCOUPLE				
PILOT GENERATOR				
FLAME SENSOR				
VENT PIPE PARTS				

**Schedule C
Price List**

	Single unit install		2 or more units installed	
	Material	Labor	Material	Labor
SEQUENCER - 4 STACK OEM				
HEAT STRIP - 1 SET				
HEAT PUMP				
REVERSING VALVE				
TIME DELAY RELAY				
DEFROST CIRCUIT BOARD UNIVERSAL				
REFRIGERANT - PROCEDURES & REPAIR				
R-22 - PER POUND				
R-410A - PER POUND				
REFRIGERANT - PROCEDURES & REPAIR				
LEAK REPAIR				
PRESSURE TEST				
LEAK DETECTION				
EVACUATION				
DRIER				
REFRIGERANT LINE SET INSULATED				
TXV				
COMPONENT CLEANING				
CLEAN EVAP COIL IN PLACE				
PARTS CLEANING				
CLEAN CONDENSER				
CLEAN BLOWER WHEEL				
1 GALLON AC COIL CLEANER				
BLOW DRAIN AND REPLACE UP TO 5 FITTINGS				
MAJOR COMPONENT REPLACEMENT				
EVAPORATOR COIL OEM				
EVAPORATOR COIL UNIVERSAL				
WINDOW UNITS - COOL ONLY				
8,000 BTU				
10,000 BTU				
12,000 BTU				
15,000 BTU				
ELECTRIC SPACE HEATER				
110 VOLT, 1500 WATT				
EVAPORATIVE COOLER				
5000 CFM				
6500 CFM				
Portable Heat/Cool				
8,000 BTU				
10,000 BTU				
12,000 BTU				
14,000 BTU				
Carpentry				
Construct or repair opening for unit				

Tri-County Community Action Agency, Inc.
Procurement for Heating & Cooling Services
SCHEDULE D
Scoring Form

Name of Firm or Person: _____

Request for Proposal is: Complete Incomplete Illegible

Schedule A & B determines the most responsible

Schedule C determines the lowest price

Total Points Earned =100

	Possible Points	Earned Points
Schedule A		
Integrity	8	
Financial Resources	11	
Financial Obligations	6	
Schedule B		
Record of Past Performance	19	
Length of Experience	5	
Minority-owned / woman-owned enterprise	1	
Schedule C		
Price	50	
Lowest Price determines number of points: Total Request for Proposal Price	\$	
Points based on percentages		
Total Points Earned		
Ranking		

Tri-County Community Action Agency, Inc.
Procurement for Heating & Cooling Services

General Contractual Requirements of the Agency
For the General Contractor(s)

1. General Contractor(s) agree to perform heating and cooling services for any or all of the area counties that include Harrison, Jasper, Newton, Panola, Sabine, San Augustine, Shelby, Tyler, Upshur.
2. Must be courteous to customer(s) and Agency employees. Abusive language will not be tolerated from General Contractor(s) or contractor's employees. Contractors and their crews are expected to conduct themselves in a professional manner on all jobsites.
3. General Contractor(s) agrees to furnish labor, expenses, tools, equipment, workers and provide transportation of above stated to all job sites in performances of this contract.
4. General Contractor(s) agreed to clean all debris around customer property created as a result of the work and dispose debris properly.
5. General Contractor(s) will provide adequate, fully trained, on-site supervision of all work performed under the contract.
6. General Contractor(s) agrees to schedule with the customer a time to perform the work. Upon completion, General Contractor(s) will submit an itemized original invoice for materials and labor to the Social Services Department, 214 Nacogdoches Street, Room #8, Center, Texas 75935.
7. Each home must be completed in a timely manner; and if availability of materials presents a problem, the General Contractor(s) is to alert the Agency immediately, as this may require special actions to keep the work timely.
8. General Contractor(s) agrees to complete each service request received within **seven (7) working days** (unless weather or emergency related delay or if it is a Multi-Family Unit and approved by the Agency) or be subject to a fine of \$50.00 per day for each day the General Contractor(s) is in violation of the original contract agreement.
9. General Contractor(s) may only refuse a service request without contract termination for the following reasons:
 - General Contractor(s) has deemed premises unsafe due to health and or safety reasons.
 - Should the appeal of this service request be deemed acceptable, upon review, General Contractor will be in violation of contract for refusal of service request.
 - General Contractor(s) understands that refusal of any service request will result in termination of this contract upon denial of an appeal.
10. General Contractor(s) is responsible for installation of materials in a workman like manner to meet inspection standards of all applicable local codes and specifications. **Should no more stringent local code exist, International Residential Code (IRC) shall prevail.** General Contractor(s) agrees to replace at his expense any materials that, upon inspection by Agency, are determined to be improperly installed.
11. The Agency agrees to make payment for labor and materials after homes have been repaired in a workman like manner and Final Inspection is completed, signed, and dated by the homeowner. Should return work be required, the General Contractor(s) will insure that this work is completed within 5 working days from date of notification. If a third Final Inspection is required for return work the General Contractor(s) will insure that this work is completed within 2 working days and Tri-County Community Action Agency, Inc. will charge the General Contractor(s) a fee of \$200.00 for third Final Inspection and/or possible contract termination.

12. No alterations will be made on work to be performed without prior approval. General Contractor(s) agrees to contact the TCCA office when a **Change of Order** is necessary to complete a job. General Contractor(s) is required to submit a written Change Order request to include the following information: reason for the Change Order, the amount of the Change Order and the adjusted cost of the job. The Change Order will be sent to Texas Department of Housing and Community Affairs for review and approval/disapproval. Should the General Contractor(s) not receive approval prior to any work changes, the **General Contractor(s) will bear the cost** of the Change Order in its' entirety, **not Tri-County Community Action Agency, Inc.**
13. The Agency has the right to withhold payment to General Contractor(s) for any violation of this contract on a per unit basis.
14. General Contractor(s) agrees not to invoice Agency for labor to install any materials deemed damaged or improperly installed.
15. The Agency will terminate the General Contractor(s) contract under these conditions: violation of conduct, theft, or damaged of materials, theft or damage of customer's property, mistreatment of customer, materials installed that are not approved and poor labor performances.
16. **The Agency will verify that no contractor appear on any Federal Debarment list.**
17. General Contractor(s) shall establish, maintain, and utilize internal control systems and procedures sufficient to prevent, detect, and correct incidents of waste, fraud, and abuse in the Weatherization Assistance Programs and to provide for the proper and effective management of all program and fiscal activities funded by this contract
18. General Contractor(s) must attend Contractors Meetings/Training's as required by Agency.
19. General Contractor(s) must have insurance company provide proof of liability insurance and maintain adequate insurance adding Tri-County Community Action Agency, Inc. as additional insured before signing contract.
20. General Contractor(s) must provide Workers' Compensation for all employees.
21. General Contractor(s) must provide proof (provided by insurance company) of and maintain vehicle liability insurance.

125. REQUIRED CONTRACT PROVISIONS

Contractors shall include the following contract provisions or conditions in procurement contracts and subcontracts:

- 125.1 Contracts in excess of \$25,000 shall include contractual provisions or conditions that allow for administrative, contractual, or legal remedies in instances where contractors violate or breach the contract terms, and provide for such remedial actions as may be appropriate.
- 125.2 All contracts in excess of \$25,000 shall include suitable provisions for termination by the recipient, including the manner by which termination shall be effected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstance beyond the control of the contractor.
- 125.3 All contracts shall include a provision requiring compliance with Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, and Department of Labor.
- 125.4 All contracts and sub-grants in excess of \$2,000 for construction or repair shall include a provision for compliance with the Copeland "anti-kickback" Act (18 USC 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). Any suspected or reported violations of this Act shall immediately be reported to Texas Department of Housing and Community Affairs.
- 125.5 Contracts shall include a provision of federal grantor agency's requirements and regulations pertaining to reporting and patent rights under any contract involving research, developmental, experimental, or demonstration work, with respect to any discovery or invention which arises or is developed in the course of, or under such contract.
- 125.6 Contracts shall include a provision with regard to independent contractor status to hold harmless and indemnify contractor from and against any and all claims, demands and course of action asserted by any third party arising out of or in connection with the services to be performed under contract.
- 125.7 Contracts shall include a provision regarding conflict of interest and nepotism.

Contractor covenants that neither it nor any member of its governing body presently has any interest or shall acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this contract. Contractor further covenants that in the performance of this contract no person having such interest shall be employed or appointed by contractor.

No person (1) Who is an employee, agent, consultant, officer, or official of the contractor and who exercises or has exercised any functions or responsibilities with respect to assisted contract activities; or (2) Who is in a position to participate in a decision making process or gains inside information with regard to such activities, may obtain a personal or financial interest or benefit, direct or indirect, in any contract, subcontract, or agreement with respect thereto, or the proceeds hereunder, either for themselves or those with whom they have family or business ties, during their tenure.

Contractor's employees, officers, and/or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from subcontractors, or potential subcontractors.

- 125.10 Contracts shall include a provision regarding sectarian activity;
- Contractor shall ensure that no funds under this contractor are used, either directly or indirectly, in the support of any religious or anti-religious activity, worship, or instruction.
- 125.11 Contracts shall include a provision to prohibit political activity.

None of the funds provided under this contract shall be used for influencing the outcome of any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any official or employee of Contractor from furnishing to any member of its governing body upon request, or to any other local or state official or employee or to any citizen information in the hands of the employee or official not considered

under law to be confidential information. Any action taken against an employee or official for supplying such information shall subject the person initiating the action to immediate dismissal from employment.

No funds provided under this contract may be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive, or judicial branches of government of Contractor, the State of Texas, or the government of the United States.

None of the funds provided under this contract shall be paid to any official or employee who violates any of the provisions of this section.

125.12 Contracts shall include a provision to prevent fraud and abuse.

Contractor shall establish, maintain, and utilize internal control systems and procedures sufficient to prevent, detect, and correct incidents of waste, fraud, and abuse in WAP and to provide for the proper and effective management of all program and fiscal activities funded by this contract. Contractor's internal control systems and all transactions and other significant events must be clearly documented and the documentation made readily available for review by Department.

Contractor shall give Department complete access to all of its records, employees, and agents for the purpose of monitoring or investigating the weatherization program. Contractor shall fully cooperate with Department's efforts to detect, investigate, and prevent waste, fraud, and abuse. Contractor shall immediately notify the Department of any identified instances of waste, fraud, or abuse.

Department will notify the funding source upon identification of possible instances of waste, fraud, and abuse or other serious deficiencies.

Contractor may not discriminate against any employee or other person who reports a violation of the terms of this contract or of any law or regulation to Department or to any appropriate law enforcement authority, if the report is made in good faith.

125.13 Contracts shall include a provision to amend the contract.

Any alterations, additions, or deletions to the terms of this contract which are required by changes in federal law and regulations or state statute are automatically incorporated into this contract without written and administrative code amendment hereto, and shall become effective on the date designated by such law or regulation.

It is understood and agreed by the parties hereto that performances under this contract must be rendered in accordance with federal law and regulations, and Texas State Law Administrative Code and the assurances and certifications made by Department to federal funding agencies with regard to the operation of this program. Based on these considerations, and in order to ensure the legal and effective performance of this contract by both parties, it is agreed by the parties hereto that the performance under this contract may be amended in the following manner: TDHCA, from time to time during the period of performance of this contract, shall issue policy directives which serve to establish, interpret, or clarify performance requirement under this contract. Such policy directives shall be promulgated by the Executive Director or her designee in the form of Issuances, shall have the effect of qualifying the terms of this contract, and shall be binding upon contractor as if written herein.

Except as specifically authorized by the agency in writing or otherwise authorized by the terms of this contract, any alterations, additions, or deletions to the terms of this contract shall be amended hereto in writing and executed by both parties to this contract.

125.14 Contracts shall include a provision assuring a legal authority to sign the contract.

Contractor represents that it possesses the practical ability and the legal authority to enter into this contract, receive and manage the funds authorized by this contract, and to perform the services Contractor has obligated itself to perform under this contract.

The person signing this contract on behalf of Contractor hereby warrants that he/she has been authorized by Contractor to execute this contract on behalf of Contractor and to bind Contractor to all terms herein set forth.

Department shall have the right to suspend or terminate this contract if there is a dispute as to the legal authority of either Contractor or the person signing this contract to enter into this contract or to render performances hereunder. Should such suspension or termination occur, contractor is liable to Department for any money it has received for n performance of the provisions of this contract.

- 125.15 Contracts shall include a provision to the effect that TDHCA, the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books documents, paper, and records which are directly pertinent to the contract.
- 125.16 Contract shall include provisions to require, after final payment and all other pending matters are closed, pertinent record retention for four years after fiscal year end.
- 125.17 Contracts shall include a nondiscrimination provision that will provide the following assurances:
- a. No person shall, on the ground of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under the contract.
 - b. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1990, or with respect to an otherwise qualified disabled individual as provided in section 504 of the Rehabilitation Act of 1973, shall also apply to any such program or activity.

Sample Contract

SERVICES CONTRACT

SECTION I. PARTIES TO CONTRACT

This contract is entered into on this _____ day of _____, by and between Tri-County Community Action Agency, Inc., a private, non-profit corporation hereinafter referred to as "Agency" and _____ hereinafter referred to as "Subcontractor". The parties hereto have severally and collectively agreed and by the execution hereof are bound to the mutual obligations and to the performances and accomplishment of the task hereinafter described.

SECTION II. CONTRACT PERIOD

The period of performance of this contract shall commence on _____ and shall terminate _____ . Parties shall have an option of renewal for four years.

SECTION III. CONTRACT PERFORMANCE

- A. Subcontractor agrees to furnish materials, labor, transportation, tools, equipment and expenses in performances of this contract.
- B. Subcontractor agrees to perform HVAC services in the county (ies) of: *(Please check all that apply)*
 Harrison Jasper Newton Panola Sabine San Augustine Shelby Tyler Upshur
- C. Subcontractor agrees to provide HVAC services to each dwelling assigned by Tri-County Community Action Agency, Inc., at cost indicated in bid packet.
- D. Subcontractor understands that refusal of any service request will result in termination of this contract upon denial of an appeal.
- E. Subcontractor agrees to complete each service request received within 7 working days (unless weather or emergency related delay approved by Agency) or be subject to a fine of \$50.00 per day for each day the subcontractor is in violation of the original contract agreement.
- F. Subcontractor is responsible for installation of materials in a manner consistent with good workmanship to meet inspection standards of all applicable building codes, the Department of Energy, the Texas Department of Housing and Community Affairs (TDHCA) and Tri-County Community Action Agency, Inc. Subcontractor agrees to replace at his expense any materials which, upon inspection by Agency, are determined to be improperly installed. Corrective work has to be completed within three (3) days of notification by Agency or be subject to a fine of \$50.00 per day each day the subcontractor is in violation of the original contract agreement.
- G. Subcontractor agrees to make an appointment with the client to do the work, complete the work and assures that itemized invoices for materials and labor are received by the Social Services Department at Tri-County Community Action Agency, Inc. Located at 214 Nacogdoches Street, Room #8, Center, TX 75935 upon completion of each job.
- H. Subcontractor agrees to contact the Agency office when a change order is necessary to complete a job.
- I. Subcontractor agrees to clean all debris around said property created as a result of the work and dispose of properly.
- J. The Agency agrees to make payment for labor and materials after air conditioners, heaters, water heaters, and refrigerators have been repaired or installed in a manner consistent with good workmanship and final inspection is completed, signed, and dated by the client and a Tri-County Community Action Agency, Inc. representative. Should return work be required, payment for the work on that unit will be held until completion of final inspection. Payments are made upon completion of the whole units.
- K. The Agency has the right to terminate contract under these conditions: violation of contract, theft or damage of materials, theft or damage of client's property, mistreatment of client, materials installed that are not approved, poor labor performances and insurance not maintained during contract period.

- L. Subcontractor agrees not to invoice Agency for any materials deemed damaged or improperly installed when subcontractor is at fault.
- M. Subcontractor may only refuse a unit without contract termination for the following reason: Subcontractor has deemed unit unsafe due to health and/or safety reasons. Should the appeal of this unit be deemed an acceptable unit upon review, Subcontractor will be in violation of contract for refusal of unit subcontract.
- N. The Agency has the right to withhold payment to Subcontractor for labor and materials for any violation of this contract on a per unit basis.
- O. Subcontractor shall establish, maintain, and utilize internal control systems and procedures sufficient to prevent, detect, and correct incidents of waste and fraud and abuse in CEAP and to provide for the proper and effective management of all programs and fiscal activities funded by this contract. Subcontractor's internal control systems and all transactions and other significant events must be clearly documented and the documentation made readily available for monitoring by Agency.

SECTION IV.

No person shall, on the grounds of race, color, religion, sex, national origin, age, handicap if otherwise qualified, political affiliation, or belief be denied employment in the administration of or in connection with any program or activity funded in whole or in part with funds made available under this contract.

SECTION V.

The parties shall comply with 18 U.S.C. 874, which provides that no one shall by force, intimidation, or threat of procuring dismissal from employment or by any other manner, induce any person working on public works projects funded in whole or in part by loans or grants from the United States to give up any part of the compensation for that work. The parties shall comply with the contract work hours and safety standards act, as supplemented by Department of Labor Regulations.

SECTION VI.

The Subcontractor shall indemnify and hold harmless the Agency from all liability from loss, damage, or injury to persons or property resulting from the negligence or misconduct of the Subcontractor (including its officers, employees, and agents) committed in the scope of the Subcontractor's employment under this contract.

SECTION VII.

Agency covenants that neither it nor any member of its governing body presently has any interests or shall acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this contract. No person having such interest shall be employed or appointed by Agency. No person (1) who is an employee, agent, consultant, officer or official of Agency and who exercises or has exercised any functions or responsibilities with respect to assisted contract activities or (2) who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit, direct or indirect, in any contract, subcontract, or agreement with respect thereto or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure.

Agency's employees, officers and /or agents shall neither solicit nor accept gratuities, favor, or anything of monetary value from Subcontractor or potential Subcontractors.

Agency shall establish, maintain, and utilize internal program management procedures sufficient to provide for the proper, effective management of all activities funded under this contract.

SECTION VIII.

The parties shall insure that no funds under this contract are used, either directly or indirectly, in the support of any religious or anti-religious activity, worship, or instruction.

No funds provided under this contract are used in any way to attempt to influence in any manner a member of congress to favor or oppose any legislature or appropriation by congress or for lobbying with state legislators or local elected officials.

SECTION IX.

Any change in the terms of this contract as required by a change in state or federal law or regulation is automatically incorporated herein effective on the date designated by such law or regulation. Except as otherwise specifically provided herein no other change in the terms of this contract shall be by amendment hereto in writing and executed by both parties to this contract or by a Letter of Notification (LON).

It is understood and agreed by the parties hereto that performances under this contract must be rendered in accordance with federal law and regulation, and agencies with regard to the operation of this program.

Based on these considerations, and in order to ensure the legal and effective performance of this contract by both parties, it is agreed by the parties hereto that the performance under this contract may be amended in the following manner: agency, from time to time, during the period of performance of this contract, shall issue policy directives which serve to establish, interpret, or clarify performance requirements under this contract.

Such policy directives shall be promulgated by the President or his designee in the form of issuances, shall have the effect of qualifying the terms of this contract and shall be binding upon Subcontractor as if written herein.

Except as specifically authorized by Agency in writing or otherwise authorized by the terms of this contract, any alterations, additions or deletions to the terms of this contract shall be by amendment thereto in writing and executed by both parties to this contract.

SECTION X.

Agency assures and guarantees that it possess the legal authority pursuant to an official motion, resolution or action passes or taken, giving Agency legal authority to enter into this contract, receive the funds authorized by this contract and perform the services Agency has obligated itself to perform under this contract.

The person signing this contract on behalf of the Agency hereby warrants that he/she has been fully authorized by Agency to execute this contract on behalf of Agency and to validly and legally bind the Agency to all the terms, performances, and provisions herein set forth.

SECTION XI.

The parties shall retain the pertinent records relating to the work done under this contract for three (3) years after final payment and all other pending matters are closed. The TDHCA, the federal grantor agency, the comptroller general of the United States or any of their duly authorized representatives shall have access to any books, documents, papers, and records which are directly pertinent to the contract.

For all contracts in excess of \$100,000.00, the parties shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and the relevant Environmental Protection Agency Regulations.

All contracts for construction or repair shall include a provision for compliance with the Copeland "anti- kickback" Act (18 U.S.C. 874) AS SUPPLEMENTED in Department of Labor regulations (29 C.F.R., Part 3). Any suspected or reported violations of this act shall immediately be reported to the Texas Department of Housing and Community Affairs.

Either of the parties hereto shall have the right, in such party's sole discretion and at such party's sole option, to terminate and bring to an end all performances to be rendered under this contract by notifying the other party hereto in writing thirty (30) days prior to such termination.

SECTION XII.

Subcontractor does hereby understand the requirement that they have a non-discrimination policy, are identified as an equal opportunity employer, and abide by laws related to non-discrimination.

Subcontractor shall abide by all federal, state, and local laws, rules, and ordinances as they now exist or may be passed in the future, which relate to affirmative action or non-discrimination in serving clients. These include but are not limited to: Title VI of the Civil Rights Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of

1972, section 167 of the JTPA, the Americans With Disabilities Act (ADA), Davis Bacon, and the Department of Labor's regulation at 29 C.F.R. Parts 31 and 32.

SECTION XIII.

All oral or written agreements between the parties hereto relating to the subject matter of this contract that we made prior to the execution of this contract have been reduced to writing and are contained herein.

Witness our hands effective this _____ day of _____ approved and accepted on behalf of Tri-County Community Action Agency, Inc., a private, non-profit corporation of the State of Texas.

Subcontractor Signature

(Company/Business Name)

(Company/Business Address)

(Company/Business City, State, Zip Code)

George T. Simon, Jr., Executive Director
Tri-County Community Action Agency, Inc.
214 Nacogdoches, TX 75935