

REQUEST FOR PROPOSALS

for

**Fresno Economic Opportunities Commission
2018 Weatherization Services**

PROPOSAL DEADLINE

September 28, 2018

4:00 pm

Weatherization Office

1900 Mariposa Mall, Suite 260

Fresno, CA 93721

559-263-1588

www.fresnoeoc.org

SUBCONTRACTOR FOR WEATHERIZATION SERVICES 2018

Issued by: Fresno Economic Opportunities Commission
Weatherization Services

Issuance Date: Friday, August 17, 2018

Bidders Conference: Friday, August 24, 2018 at 1:30 p.m. – 3:30 p.m. (**Mandatory Attendance**)
Fresno EOC Innovation Room
1900 Mariposa Mall Suite 108
Fresno, CA 93721

Proposal Due: Friday, September 28, 2018

Estimated Amount:	<i>DOE WAP</i>	\$ 324,000
	<i>LIHEAP / LIWP</i>	\$1,200,000
	<i>Energy Savings Assistance Program</i>	\$1,600,000

Fresno County Economic Opportunities Commission doing business as Fresno Economic Opportunities Commission (Fresno EOC) seeks a qualified Contractor to install weatherization and energy saving measures covering a 38-month period; November 1, 2018 through December 31, 2021 (only 2018 estimated funding amounts is listed). Fresno EOC anticipates additional LIHEAP, ESAP, DOE WAP, and LIWP funding in 2019 through 2021. Fresno EOC anticipates weatherizing 1,500 units per year under ESAP, 400 homes under LIHEAP/ LIWP, and 45 homes under DOE WAP. **All Fresno EOC weatherization funding is contingent on Federal and State budgets and is subject to change year to year.**

1. Qualified respondents should review the attached specifications and submit one (1) unbound original and five (5) copies, and one (1) PDF version of its proposal no later than **4:00 p.m. on September 28, 2018** to:

Fresno Economic Opportunities Commission
Weatherization Services
Attn: Weatherization Director
1900 Mariposa Mall, Suite 260
Fresno, CA 93721

PDF version submitted via e-mail: weatherization@fresnoeoc.org

2. Technical assistance questions regarding the proposal should be addressed to weatherization@fresnoeoc.org prior August 31, 2018 at 4:00 pm. All responses to questions are public and will be posted by September 7, 2018 on Fresno EOC website (www.fresnoeoc.org) under the “Request for Proposals” column. Fresno EOC will not accept questions after 4:00 PM on August 31, 2018. Unauthorized contact regarding this RFP with other Fresno EOC employees or affiliated board members may result in disqualification. Oral communications are unofficial and non-binding. It is the responsibility of Contractors to check Fresno EOC’s website for any Amendments to this RFP. The specifications in this notice shall be considered a part of any contract made pursuant

thereto **Fresno EOC is an equal opportunity and affirmative action employer. Women owned businesses, minority owned businesses, disabled veterans and individuals with disabilities are encouraged to apply. Efforts will be made to utilize small businesses, women, disabled veteran, and minority-owned businesses, with the consideration that the primary responsibility is the most favorable return to Fresno EOC.** If applicable, provide publically certified documentation or a self-certification statement that is subject to examination. The definition of “small business” is established by the Small Business Administration (13 C.F.R. Section 121.201. If not applicable, please so state. Please provide details of efforts to support of diversity by your firm.

You can also find the complete Request for Proposal (RFP) on the Fresno EOC website at www.fresnoeoc.org.

FRESNO EOC WEATHERIZATION RFP

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I. BACKGROUND

Fresno EOC is a non-profit community benefit corporation organized under section 501 (c) (3) of the internal revenue code. Fresno EOC is part of a large network of Community Action Agencies authorized by the Economic Opportunities Act of 1965. Governed by a tri-partite board of 24 commissioners representing the various regions of our county, its elected representatives, and organizations serving the poor, Fresno EOC has over the past 50 years emerged as one of the premier Community Action Agencies in the nation operating more than 30 programs directed towards the needs of, and empowering the poor in our community. Fresno EOC's vision is in serving as an entrepreneurial agency, to bridge the gap to self-sufficiency by providing opportunities and resources, as we initiate and partner in shared community efforts to improve the quality of life.

The weatherization services program was created to help low-income families reduce energy consumption and costs. The program is governed by various state and federal regulations designed to help manage and account for the resources provided by the [Department of Energy](#) (DOE) and the State of California Department of Community Services, [Low-Income Home Energy Assistance Program](#) (LIHEAP). Funding is derived from annual appropriations from Congress. Each year, the Senate and House Interior Appropriations committees decide how much funding to allocate to the various programs.

Weatherization technicians perform assessments on a home to help identify efficiency problems or opportunity to save energy costs. Once an assessment is complete, the program can help by installing a variety of energy saving measures. The program also performs diagnostic testing and repairs or replaces eligible non-operating appliances. An individual's income must meet eligibility guidelines to receive services under the program.

Weatherization measures may include caulking, weather-stripping, insulation, lighting, vent dampers, replacement of broken glass, repair or replacement of primary doors, smoke alarms and HVAC repair or replacement. Weatherization crews may not be able to install all the available measures, but they will complete the most important weatherization measures within the dollar limits allowed.

When a home is scheduled for weatherization services, a crew will be scheduled to install the necessary materials in the home. After the work is completed, the client will be asked to sign a statement saying the work was done properly and to the client's satisfaction and a post inspection will be completed.

II. PURPOSE

This Request For Proposal (RFP) will award the subcontract to the most qualified and cost effective subcontractors to work with Fresno Economic Opportunities Commission (Fresno EOC) to provide weatherization and energy efficiency services to low-income households in Fresno County, in accordance with the State of California Community Services and Development (CSD) Low Income Home Energy Assistance Program (LIHEAP), Weatherization Assistance Program (WAP), [Low Income Weatherization Program](#) (LIWP) and utility funded [Energy Savings](#)

[Assistance Program](#) (ESAP). Demonstrated superior subcontractor performance on prior similar low-income energy efficiency programs will be an important factor in the selection and scoring process.

III. IMPLEMENTATION SCHEDULE

The Subcontractor shall provide sufficient staffing and be available as needed to complete the assigned work within the applicable contract terms specified by the funding source. The following is the implementation schedule.

<u>Activity</u>	<u>Planned Date</u>
RFP issued	<i>August 17, 2018</i>
RFP submission date	<i>September 28, 2018</i>
Contract Start Date	<i>November 1, 2018</i>
Completion of contract	<i>December 31, 2021</i>

IV. FRESNO EOC RESPONSIBILITIES

Fresno EOC staff will be available to coordinate all required activities with the Subcontractor. At a minimum, Fresno EOC staff will be conducting quality assurance inspections of all weatherized units, assisting with and verifying all intake documents are in accordance with CSD guidelines, performing outreach activities, post inspections, and at times, providing referrals to the Subcontractor.

Fresno EOC staff will conduct monthly meetings with the subcontractor to review progress, discuss policy issues and coordinate program activities. Fresno EOC quality assurance staff will also be performing post inspections of all completed jobs and conduct tailgate meetings with the subcontractor crews on as-needed basis.

V. SUBCONTRACTOR RESPONSIBILITIES

The bidder should prepare the proposal with the assumption that the successful subcontractor will have primary responsibilities for coordinating energy specialists and weatherization specialists under the ESAP program. The bidder should prepare the proposal with the assumption that it will have secondary responsibilities for activities such as home assessments, and primary responsibility for measure installation, diagnostic testing of the units, perform combustion appliance safety testing and ensure all worked performed is in accordance with the State's Weatherization Standard Manual and building industry codes. The subcontractor will also collect all required program forms from the clients relating to the services provided according to guidelines provided by Fresno EOC and their funding sources. The subcontractor will also be required to keep all job information in accordance with LIHEAP, WAP, LIWP, and ESAP policies. All records shall remain accessible three years after contract close-out date.

VI. SCOPE OF SERVICES

Fresno EOC's LIHEAP, LIWP, and WAP contract work will follow all regulations set forth by CSD, the [Department of Energy](#) and Federal and or State Safety and Building code regulations. The ESAP contract work will follow all regulations set forth by the PGE's Regional Administrator (RA). Only eligible measures will be allowable for reimbursement unless otherwise authorized by Fresno EOC, CSD or the ESA Program Regional Administrator (RA). Subcontractor will make all documents and files generated from LIHEAP, WAP, LIWP and ESAP activities available to Fresno EOC, CSD, ESA RA and DOE for monitoring visits. Subcontractor will execute Fresno EOC's subcontract agreement and maintain all insurance and licensing requirements through the duration of the contract. Only those homes that are prequalified for weatherization based upon income guidelines and priority points will be weatherized under the LIHEAP, LIWP and WAP program. Where feasible, leveraging of programs will be utilized.

VII. FIXED FEE SCHEDULE FOR SCOPE OF SERVICES

Refer to Exhibit E for a list of current 2018 LIHEAP reimbursement rates. This schedule represents the MAXIMUM which can be charged against the contract. **Contractors should provide the most competitive prices for Exhibit's C and D.** For CSD related Weatherization the maximum labor rate is \$60.00 per hour. The maximum labor rate for HVAC, electrical and/or plumbing services is \$95.00 per hour. ESAP reimbursement rates will be set by the ESA Regional Administrator.

TO BE SUBMITTED WITH PROPOSAL

VIII. PROPOSAL FORMAT, CONTENT, AND SELECTION PROCESS

All proposals must include and will be evaluated on the following items. Please package your RFP in the following order:

1. A cover letter identifying:
 - a. The company's specific areas of expertise,
 - b. The company principals/ owners,
 - c. The number of years of related experience,
 - d. Subcontractor's ability to complete the assigned work,
 - e. Subcontractors ability to comply with Fresno EOC, DOE, ESAP and other CSD contractual requirements
 - f. Willingness to be available on an as needed basis for a minimum period of thirty-eight months
2. Comprehensive narrative outlining:
 - a. Professional qualifications
 - b. Work experience

- c. Subcontractor's project approach to complete the Scope of Services and project timeline including but not limited to estimate on turnaround time for assigned work orders, customer service, and responsiveness to inquiries from Fresno EOC
 - d. Proposed monthly reporting to Fresno EOC of status of assigned work-in-progress:
3. A list of all projects/ contracts that demonstrate competency in the areas of expertise, including references and contact information
4. Subcontractor's performance and customer service results. Providing high quality customer service, attaining superior pass rates, achieving program goals, adhering to program's CSD Weatherization Installation Standards manual and complying with program rules will be evaluated. Provide documented program results achieved (such as ESA Program metrics) for the past two years is required.
5. Organization chart listing the company employees and titles that would be assigned to the program along with a listing of employees and their approved trainings completed. (See template provided - Exhibit F)
6. Exhibit A - Equal Employment Opportunity Compliance Certificate
7. Exhibit B - Disclosure Statement for Non-Profit Sub Recipients
8. Exhibit C - Subcontractor Price Analysis
9. Exhibit D - Subcontractor LIHEAP proposed reimbursement rates
10. Exhibit E - LIHEAP Maximum Measures Chart
11. Exhibit F - Employee Listing and training classes / certificates completed
12. Exhibit G - Subcontractor Agreement
13. Copies of all applicable contractor/specialty licenses held including lead certifications

It is anticipated that two or more subcontractors may be selected by the Fresno EOC for interviews. The selected subcontractor must be qualified and properly staffed to complete the assigned work in a satisfactory and timely manner (30 days for ground work only, 90 days' maximum for all other work including appliance repair/replacement). (15 points)

Responses should be concise and include the materials which are requested within this RFP. Generic marketing and promotional materials are neither required nor desired. Responding firms should concisely but completely describe the scope of services they feel are appropriate to Fresno EOC and its affiliate entities.

A proposal will be deemed unresponsive if the required information requested is not submitted or if the proposal and supporting documentation is submitted late.

Qualified respondents should review the required specifications and submit:

One (1) unbound original,
Five (5) copies,
And one (1) PDF version of its proposal

No later than 4:00 p.m. on September 28, 2018 to:

Fresno Economic Opportunities Commission
Weatherization Department
Attn: Weatherization Director
1900 Mariposa Mall, Suite 260
Fresno, CA 93721

PDF version submitted via e-mail: weatherization@fresnoeoc.org

A. The selected subcontractor must have the ability to electronically submit the completed proposal package along with all attachments in a PDF format.

B. The tentative time line for selection of a subcontractor and execution of a contract is as follows:

*All Proposals Received: **September 28, 2018***
*Selected Subcontractor Interviews: **October 10, 2018***
*Finalize & Issue Contract: **Estimated date November 1, 2018***

IX. SOLICITATION CAVEAT

Subcontractors submitting proposals understands and agrees that Fresno EOC shall have no financial responsibility for any costs incurred by the bidders in preparing their response to this RFP and shall not be liable for any costs incurred until the successful bidder has executed a contract with the Fresno EOC and has been authorized in writing to proceed.

The Fresno EOC reserves the right to terminate this RFP and will provide notice to all interested subcontractors that attend the mandatory bid conference. The submission of a proposal shall be deemed that the subcontractor has investigated and understands, to its own satisfaction, the conditions to be encountered, quality and scope of work to be performed, the contractual requirements of Fresno EOC, and the applicable CSD/DOE/ESAP program regulations.

X. REJECTION OF PROPOSALS

The contractor acknowledges the right of Fresno EOC to reject any or all proposals, to waive any non-material informality or irregularity in any proposal received, and to accept the contractor’s RFP deemed most favorable to Fresno EOC after all have been examined and evaluated. In addition, the contractor recognizes the right of Fresno EOC to reject a proposal if the contractor’s proposal is in any way incomplete or irregular.

XI. RFP SCORING INSTRUCTIONS

It is required for the selected subcontractor to have the capacity to perform assigned weatherization services including providing the following:

- Current General Contractor’s license and specialty licenses issued by the State of California - Contractors State License Board
- Experience providing weatherization services to low-income clients
- Ability to complete 1,000 Fresno EOC homes annually
- Ability and trained crews to install all aspects of weatherization services (HVAC, electrical, appliance repairs, and plumbing services can be subcontracted)
- Adequate vehicles, equipment and trained employees to complete work according to CSD and ESAP guidelines.

SCORING GUIDELINES:

The proposals will be evaluated on each line item below (RFP Score Sheet) the subcontractors with the highest overall score will be selected for interviews. After the interviews the successful subcontractors will be awarded a contract.

	Maximum Points	Score
Introduction		
<i>Thoroughness of Proposal</i>	5	
Knowledge and Experience		
<i>Years in business providing low-income weatherization services</i>	5	
<i>Annual production levels achieved</i>	5	
<i>Experience installing weatherization measures in a timely manner</i>	15	
<i>Experience leveraging CSD and LIEE ESA programs</i>	5	
Capacity to perform weatherization services		
<i>Certified Women owned, minority owned business or disabled veteran owned business (Must provide copies of certification)</i>	15	
<i>Demonstrated quality performance results (ESAP metrics, etc.)</i>	15	
<i>Number and positions of employees, including administrative staff</i>	5	
<i>CSD training courses completed by position</i>	5	
<i>PG&E certifications held by position</i>	5	
Cost Proposal		
<i>Prices Charged</i>	20	
Total Score	100	

EXHIBIT A

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE

Equal Opportunity Clause

Unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, during the performance of each contract with Fresno EOC, the contractor agrees as follows:

1. The contractor will not discriminate against any employees or applicant for employment because of race, color, religion, sex, 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 by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements 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.
3. The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising the labor union of worker's representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency of the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractors noncompliance with the nondiscrimination clauses of this subcontract or with any of such rules, regulations, or orders, this subcontract may be cancelled, terminated in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such order sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204, of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that in the event the contract becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

Corporate Name

Print Name of Authorized Signature

Title of Authorized Signature

Signature

Date

EXHIBIT B
DISCLOSURE STATEMENT
FOR NONPROFIT SUB-RECIPIENTS

Part A: Please attach a copy of the Articles of Incorporation

Name of Corporation

Principal Place of Business:

Incorporated in the State of:

1. I am _____ of the _____
*Title**Name of Corporation*

Which is a Non-Profit Corporation organized under the General Corporation Law for the State of California.

2. Annexed hereto is a true copy of the Articles of Incorporation together with all Amendments thereto which are on file with the Secretary of the State of California.

3. I certify that no administrator, agent, servant, or employee of the Fresno EOC has any indirect or direct interest in the corporation or this contract.

4. No Federally appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an administrator, agent, or employee of any agency, a member of Congress, an administrator, agent, 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, loan, cooperative agreement, extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

5. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an administrator, agent, or employee of any agency, a member of Congress, an administrator, agent, or employee of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, then a Standard Form-LLL "Disclosure of Lobbying Activities" will be submitted in accordance with the instructions.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment and/or termination of the Contract.

Corporate Name

Print Name of Authorized Signature

Title of Authorized Signature

Signature

Date

EXHIBIT C
2018 LIHEAP SUBCONTRACTOR PRICE ANALYSIS

For Fresno EOC to determine the most cost effective and responsive subcontractor for its weatherization activities, the following scenario has been developed so pricing can be evaluated. When developing your price structure, Fresno EOC will hold your company to the prices listed below:

1. What is the hourly labor rate you will charge Fresno EOC for HVAC, Plumbing, and Electrical work? \$_____per hour
2. What is the hourly labor rate you will charge Fresno EOC for assessments or post inspections? \$_____per hour
3. What is your hourly rate for a weatherization specialist/ ground work? \$_____per hour
4. How many days would you take to complete a home that needed a Dual pack roof top unit change out, replacement water heater, ceiling/floor/wall insulation, non-infiltration measures?_____Days approx. with final permits and required paperwork.
5. Are you able to repair Cooking Appliances and Refrigerators? Yes_____No _____
6. Are you able to install Solar Water Heaters? Yes_____No _____

For the following measures assume you will be installing each of the following items in each home. What amount will you invoice Fresno EOC for the following (All measures proposed must adhere to the CSD Weatherization Installation Standards guidelines and technical specifications):

- \$ _____ One Lithium Battery Operated Low Level Display Carbon Monoxide Alarm
- \$ _____ One 40 gallon energy star natural draft gas water heater replacement (assume existing vent pipe and pipe termination will be reused and CVA is adequate)
- \$ _____ One Pre- Blower Door/ Duct Leakage Test
- \$ _____ One Combustion Appliance Safety Test
- \$ _____ Two (2) Door weather-stripping, door shoes added, and threshold installed on both Attic insulation, loose fill cellulose, added from R-0 to R-38 (assume adequate venting and no blocking needed) rafters are 16' oc, 2x4 construction and 1200 square feet of attic area needs coverage
- \$ _____

\$ _____ R-11 to R38 Attic Insulation

\$ _____ One Roof Top Forced Air Unit Dual Package change out - 3 Ton Unit (14 seer/
81% AFUE). Price to include permits, recycle, crane and hers test.

\$ _____ Two (2) Compact Florescent Lamps hard wired

\$ _____ Four (4) LED replacement bulbs (800 Lumens)

\$ _____ One 19 Cubic Foot Energy Star Refrigerator (White)

\$ _____ Price per SQFT for replacement windows using lead safe practices. (5' x 5' Dual
Pane Vinyl low E)

\$ _____ Mechanical ventilation Fan (100CFM)

\$ _____ One (1) Ceiling Fan

\$ _____ One (1) Microwave Oven

\$ _____ Recycle fee per appliance

Total for all Measures: \$ _____

Exhibit D

Subcontractor LIHEAP proposed reimbursement rates

Line No.	Measure	Type	Classification *	Allowable Measures by Funding Source	Maximum Expenditure Limits Per Job (NO FIXED FEES **)	Quantity Limits Per Job	Reweathering - LIHEAP and ECIP Useful Life (Replacement Cycle in Full Years)	Useful Life
SECTION: Mandatory - Assessments/Diagnostics								
1	Dwelling Assessment	With Attic	ADS	LIHEAP	No maximum at this time	1 assessment per dwelling unless expired		6 months
		Without Attic						
		Modified Assessment (for Reweatherized dwellings only)						
2	REM/Design Energy Audit		ADS	LIHEAP	No maximum at this time	1 audit per dwelling		
3	Combustion Appliance Safety Test	Pre	ADS	LIHEAP, ECIP EHCS	No maximum at this time	No maximum at this time	Required if infiltration reduction measures (INF) are installed	60 days
		Post						
4	Blower Door Test	Pre	ADS	LIHEAP	No maximum at this time	No maximum at this time		
		Post						
5	Duct Leakage Test	Pre	ADS	LIHEAP, ECIP EHCS	No maximum at this time	No maximum at this time		
		Post						
6	Environmental Testing		ADS	LIHEAP, ECIP EHCS	No maximum at this time	No maximum at this time	If incurred	
7	HERS Rater		ADS	LIHEAP, ECIP EHCS		No max. quantity	If incurred	
8	Permits		ADS	LIHEAP, ECIP EHCS		No max. quantity	If incurred	
9	Contractor Post-Weatherization Inspection		ADS	LIHEAP	No maximum at this time	1 inspection per dwelling unless return visit is necessary to inspect additional work performed		
SECTION: Mandatory - Health and Safety								
1	Carbon Monoxide Alarm	Lithium Battery	HSM	LIHEAP, ECIP EHCS	\$ _____	1 occurrence per dwelling; no maximum quantity	4	
2	Smoke Alarm	Lithium Battery or Hard-Wired	HSM	LIHEAP, ECIP EHCS	\$ _____	1 occurrence per dwelling; minimum quantity as required by code	4	
3	Cooking Appliance Repair, Free Standing Range or Cook Top	Electric	HSM	LIHEAP	\$ _____	1 repair or replacement per dwelling; primary only	4	
		Natural Gas and Propane						
		Other Types Not Listed						

Line No.	Measure	Type	Classification *	Allowable Measures by Funding Source	Maximum Expenditure Limits Per Job (NO FIXED FEES **)	Quantity Limits Per Job	Reweathering - LIHEAP and ECIP Useful Life (Replacement Cycle in Full Years)	Useful Life
4	Cooking Appliance Replacement, Free Standing Range or Cook Top	Electric	HSM	LIHEAP		1 repair or replacement per dwelling; primary only	10	
		Natural Gas and Propane						
		Other Types Not Listed						
				\$ _____				
5	Cooling Repair	AC Wall/Window	HSM	LIHEAP, ECIP EHCS	\$ _____	1 repair or replacement per dwelling; primary only	4	
		Evaporative Cooler			\$ _____			
		FAU (Split System)			\$ _____			
		Multi-Unit Central System			\$ _____	1 repair or replacement per MUD unit; primary only (66%/50% rule applies)		
6	Cooling Replacement	AC Wall/Window	HSM	LIHEAP, ECIP EHCS	\$ _____	1 repair or replacement per dwelling; primary only	10	
		Evaporative Cooler Roof					15	
		Evaporative Cooler Window/Wall			\$ _____		20	
		Forced Air Unit (Split System)			\$ _____			
		Multi-Unit Central System			\$ _____	1 repair or replacement per MUD unit; primary only (66%/50% rule applies)		
7	CVA Venting	All Other	HSM	LIHEAP, ECIP EHCS	\$ _____	1 repair or replacement per dwelling	N/A	
		Louver Doors Only			\$ _____			
8	Heating Source Repair	Exterior Wall Direct Vent, Interior Wall and Floor Furnace	HSM	LIHEAP, ECIP EHCS	\$ _____	1 repair or replacement per dwelling; primary only	4	
		Forced Air Unit (Split System)			\$ _____			
		Multi-Unit Central System			\$ _____	1 repair or replacement per MUD unit; primary only (66%/50% rule applies)		
		Other Types Not Listed			\$ _____			
		Package (Dual Pack)			\$ _____	1 repair or replacement per dwelling; primary only		
		Wood-Fueled			\$ _____			

Line No.	Measure	Type	Classification *	Allowable Measures by Funding Source	Maximum Expenditure Limits Per Job (NO FIXED FEES **)	Quantity Limits Per Job	Reweathering - LIHEAP and ECIP Useful Life (Replacement Cycle in Full Years)	Useful Life
9	Heating Source Replacement	Exterior Wall Direct Vent, Interior Wall and Floor Furnace	HSM	LIHEAP, ECIP EHCS	\$ _____	1 repair or replacement per dwelling; primary only	20	
		Forced Air Unit (Split System)			\$ _____			
		Multi-Unit Central System			\$ _____	1 repair or replacement per MUD unit; primary only (66%/50% rule applies)		
		Other			\$ _____	1 repair or replacement per dwelling; primary only		
		Package (Dual Pack)			\$ _____			
		Wood-Fueled			\$ _____			
10	Lead-Safe Weatherization		HSM	LIHEAP, ECIP EHCS	N/A		As required by EPA	N/A
11	Water Heater Repair	Electric	HSM	LIHEAP, ECIP EHCS	\$ _____	1 repair or replacement per dwelling; primary only	4	
		Gas & Propane						
		Mobile Home			\$ _____	1 repair or replacement per MUD unit; primary only (66%/50% rule applies)		
		Multi-Unit Central System						
12	Water Heater Replacement	Electric	HSM	LIHEAP, ECIP EHCS	\$ _____	1 repair or replacement per dwelling; primary only	10	
		Natural Gas and Propane						
		Mobile Home			\$ _____	1 repair or replacement per MUD unit; primary only		
		Multi-Unit Central System						
SECTION: Mandatory								
1	Attic Ventilation		INS	LIHEAP	\$ _____	1 occurrence per dwelling; no maximum quantity	20	
2	Caulking	Mobile Home	INF	LIHEAP	\$ _____	1 caulking per dwelling	4	
		Multi-Unit			\$ _____			
		Single			\$ _____			
3	Ceiling Insulation	R-value 0-11	INS	LIHEAP	\$ _____	1 occurrence per dwelling; no maximum quantity	20	
		R-value 12-19			\$ _____			
		R-value 20-30			\$ _____			
		R-value 31-38			\$ _____			

Line No.	Measure	Type	Classification *	Allowable Measures by Funding Source	Maximum Expenditure Limits Per Job (NO FIXED FEES **)	Quantity Limits Per Job	Reweathering - LIHEAP and ECIP Useful Life (Replacement Cycle in Full Years)	Useful Life
4	Compact Fluorescent Lamps	Hard Wire	EBL	LIHEAP	\$ _____	2 lamps per dwelling	4	
		Thread Based			\$ _____	10 bulbs per dwelling		
5	Cover Plate Gasket		INF	LIHEAP	\$ _____	1 occurrence per dwelling, no maximum quantity	20	
6	Door, Exterior (All Other Types)	Repair	INF	LIHEAP	\$ _____	1 occurrence per dwelling, no maximum quantity	15	
		Replacement - Catastrophic leaks only			\$ _____			
7	Door, Sliding Glass	Repair - 72" x 80" and smaller	INF	LIHEAP	\$ _____	1 repair per dwelling	15	
		Repair - Greater than 72" x 80"			\$ _____			
		Replacement - 72" x 80" and smaller - Catastrophic leaks only			\$ _____	1 replacement per dwelling		
		Replacement - Greater than 72" x 80" - Catastrophic leaks only			\$ _____			
8	Duct Insulation		INS	LIHEAP	\$ _____	1 occurrence per dwelling; no maximum quantity	10	
9	Duct Repair and Replacement		INF	LIHEAP, ECIP EHCS	\$ _____	1 repair or replacement per dwelling	10	
10	Filter Replacement	Air Conditioning	GHW	LIHEAP	\$ _____	1 occurrence per dwelling; no maximum quantity	4	
		Furnace			\$ _____			
11	Fluorescent Torchiere Lamp Replacement		EBL	LIHEAP	\$ _____	2 lamps per dwelling	4	
12	Glass Replacement - Catastrophic leaks only		INF	LIHEAP	\$ _____	1 occurrence per dwelling; no maximum quantity	10	
13	Hot Water Flow Restrictor	Faucet Restrictor	GHW	LIHEAP	\$ _____	1 occurrence per dwelling; no maximum quantity	4	
		Low Flow Handheld Showerhead			\$ _____			
		Low Flow Showerhead			\$ _____			
		Thermostatic Shower Valve (TSV only)			\$ _____		10	
		Thermostatic Low Flow Showerhead (TSV + LFSH Combo)			\$ _____			
14	Kitchen Exhaust Installation, Repair & Replacement	Range Hoods, Wall/Ceiling Mounts	OTH	LIHEAP	\$ _____	1 repair or replacement per dwelling	10	
15	Kneewall Insulation	R-value 0-11	INS	LIHEAP	\$ _____	1 occurrence per dwelling; no maximum quantity	20	
		R-value 12-19			\$ _____			

Line No.	Measure	Type	Classification *	Allowable Measures by Funding Source	Maximum Expenditure Limits Per Job (NO FIXED FEES **)	Quantity Limits Per Job	Reweathering - LIHEAP and ECIP Useful Life (Replacement Cycle in Full Years)	Useful Life
16	LED Night Lights		EBL	LIHEAP	\$ _____	1 occurrence per dwelling; no maximum quantity	16	
17	LED Replacement Bulbs		EBL	LIHEAP	\$ _____	1 occurrence per dwelling; no maximum quantity	16	
18	Limited Home Repair		OTH	LIHEAP ECIP EHCS	\$ _____	1 occurrence per dwelling	Dependent upon measure it supports	
19	Low Flow Toilet	Replacement (only when required by local building department permit process)	GHW	LIHEAP, ECIP, EHCS	\$ _____	1 occurrence per dwelling; quantity determined by permit requirements	20	
20	Mechanical Ventilation (if required by blower door diagnostics and MV calculations)	Balanced System	OTH	LIHEAP	\$ _____	1 occurrence per dwelling	10	
		Exhaust System			\$ _____			
		Supply System			\$ _____			
21	Microwave Oven		EBL	LIHEAP	\$ _____	1 oven per dwelling	10	
22	Minor Envelope Repair		INF	LIHEAP	\$ _____	1 occurrence per dwelling	4	
23	Refrigerator Replacement	19 cu. ft. and below	EBL	LIHEAP	\$ _____	1 replacement per dwelling	15	
		Over 19 cu. ft.			\$ _____			
24	Thermostat	Manual	HCM	LIHEAP	\$ _____	1 thermostat per dwelling	10	
		Programmable - Standard			LIHEAP	\$ _____		
25	Vacancy Sensor Switch		EBL	LIHEAP	\$ _____	1 occurrence per dwelling; no maximum quantity	8	
26	Vent Cover, Interior	Evaporative Cooler/Air Conditioner	INF	LIHEAP	\$ _____	2 covers per dwelling	4	
27	Water Heater Insulation		GHW	LIHEAP	\$ _____	1 blanket per dwelling	4	
28	Water Heater Pipe Insulation		GHW	LIHEAP	\$ _____	1 occurrence per dwelling; no maximum quantity	10	
30	Weatherstripping	Hinged Door	INF	LIHEAP	\$ _____	1 occurrence per dwelling; no maximum quantity	4	
		Other	INF		\$ _____			
31	Window	Repair - Catastrophic leaks only	INF	LIHEAP	\$ _____	1 occurrence per dwelling; no maximum quantity	20	
		Replacement - Catastrophic leaks only			\$ _____			

Line No.	Measure	Type	Classification *	Allowable Measures by Funding Source	Maximum Expenditure Limits Per Job (NO FIXED FEES **)	Quantity Limits Per Job	Reweathering - LIHEAP and ECIP Useful Life (Replacement Cycle in Full Years)	Useful Life
SECTION: Solar System Services								
1	Solar Water Heater	System Removal	OTH	LIHEAP	No maximum at this time	1 occurrence per dwelling	N/A	
		AET 41SF System Install					10	
		AET 64SF System Install						
		Warranty					N/A	
2	Disposal Fees	Solar System Only	OTH	LIHEAP	No maximum at this time	1 occurrence per dwelling	If incurred	
3	Limited Home Repair	Solar System Only	OTH	LIHEAP	No maximum at this time	1 occurrence per dwelling	If incurred	
SECTION: Optional								
1	Ceiling Fan		OTH	LIHEAP	\$ _____	1 occurrence per dwelling; no maximum quantity	10	
2	Exterior Water Pipe Wrap		OTH	LIHEAP	\$ _____	1 occurrence per dwelling; no maximum quantity	10	
3	Floor Foundation Venting		INS	LIHEAP	\$ _____	1 occurrence per dwelling; no maximum quantity	20	
4	Floor Insulation	> 36" clearance	INS	LIHEAP	\$ _____	1 occurrence per dwelling; no maximum quantity	20	
		< 36" clearance			\$ _____			
5	Mechanical Ventilation	Balanced System	OTH	LIHEAP	\$ _____	1 occurrence per dwelling	10	
		Exhaust System			\$ _____			
		Supply System			\$ _____			
6	Power Strips	Tier 2 Advanced	EBL	LIHEAP	\$ _____	1 occurrence per dwelling; no maximum quantity	8	
7	Shadescreens		GHW	LIHEAP	\$ _____	1 occurrence per dwelling; no maximum quantity	4	
8	Shutters		GHW	LIHEAP	\$ _____	1 occurrence per dwelling; no maximum quantity	10	
9	Storm Windows	Fixed, Glass Glazing	GHW	LIHEAP	\$ _____	1 occurrence per dwelling; no maximum quantity	10	
		Fixed, Polycarbonate			\$ _____			
		Operable, Glass Glazing			\$ _____			
		Operable, Polycarbonate			\$ _____			
10	Timer, Electric Water Heater		EBL	LIHEAP	\$ _____	1 timer per dwelling	4	
11	Tinted Window Film		OTH	LIHEAP	\$ _____	1 occurrence per dwelling; no maximum quantity	4	
12	Wall Insulation, Stucco and Wood	R-value 13	INS	LIHEAP	\$ _____	1 occurrence per dwelling; no maximum quantity	20	

Line No.	Measure	Type	Classification *	Allowable Measures by Funding Source	Maximum Expenditure Limits Per Job (NO FIXED FEES **)	Quantity Limits Per Job	Reweathering - LIHEAP and ECIP Useful Life (Replacement Cycle in Full Years)	Useful Life	
SECTION: Optional - Energy Audit Required									
1	Cooling Replacement (Energy Efficiency Upgrades)	AC Wall/Window	EEU	LIHEAP, ECIP EHCS	Requires REM/Design Energy Audit	1 repair or replacement per dwelling; primary only	10		
		Evaporative Cooler Roof					15		
		Evaporative Cooler Window/Wall					20		
		Forced Air Unit (Split System)							
		Multi-Unit Central System							1 repair or replacement per MUD unit; primary only (66%/50% rule applies)
2	Heating Source Replacement (Energy Efficiency Upgrades)	Exterior Wall Direct Vent, Interior Wall and Floor Furnace	EEU	LIHEAP, ECIP EHCS	Requires REM/Design Energy Audit	1 repair or replacement per dwelling; primary only	20		
		Forced Air Unit (Split System)							
		Multi-Unit Central System							1 repair or replacement per MUD unit; primary only (66%/50% rule applies)
		Other							
		Package (Dual Pack)							1 repair or replacement per dwelling; primary only
		Wood-Fueled							

Line No.	Measure	Type	Classification *	Allowable Measures by Funding Source	Maximum Expenditure Limits Per Job (NO FIXED FEES **)	Quantity Limits Per Job	Reweathering - LIHEAP and ECIP Useful Life (Replacement Cycle in Full Years)	Useful Life
3	Windows	Replacement	EEU	LIHEAP	Requires REM/Design Energy Audit; includes sliding glass doors	1 occurrence per dwelling; no maximum quantity (66%/50% rule applies for MUD)	20	
SECTION: Other Program Costs								
1	Wages - Field Staff		OTH	LIHEAP, ECIP EHCS, SWEATS		No max. quantity		
2	Wages - Program Management & Support		OTH	LIHEAP, ECIP EHCS, SWEATS		No max. quantity		
3	Workers' Compensation		OTH	LIHEAP, ECIP EHCS, SWEATS		No max. quantity		
4	Ancillary Supplies		OTH	LIHEAP, ECIP EHCS	Based upon inventory records	No max. quantity		
5	Disposal Fees		OTH	LIHEAP, ECIP EHCS		No max. quantity	If incurred	
6	HPO Costs		OTH	LIHEAP, ECIP EHCS		No max. quantity	If incurred	
7	Lodging and per diem		OTH	LIHEAP, ECIP EHCS		1 trip per weatherized dwelling	1 trip per reweatherized dwelling	
8	Vehicle & Equipment Repair, Maintenance, Fuel		OTH	LIHEAP, ECIP EHCS, SWEATS		No max. quantity		
9	Waste Breakage		OTH	LIHEAP, ECIP EHCS, SWEATS	Based upon inventory records and justification	No max. quantity		
10	Solar Water Heater Maintenance		OTH	LIHEAP	No maximum at this time	No maximum at this time	10	
SECTION: SWEATS Program Costs								
1	Portable Equipment Purchased and Held on Reserve	Air Conditioner	SWE	SWEATS		No max. quantity		
		Evaporative Cooler						
		Heater						
		Fan						
		Generator						
		Other						

Line No.	Measure	Type	Classification *	Allowable Measures by Funding Source	Maximum Expenditure Limits Per Job (NO FIXED FEES **)	Quantity Limits Per Job	Reweathering - LIHEAP and ECIP Useful Life (Replacement Cycle in Full Years)	Useful Life
2	Repair and Maintenance of Reserved Appliances	Air Conditioner	SWE	SWEATS		No max. quantity		
		Evaporative Cooler						
		Heater						
		Fan						
		Generator						
		Other						
3	Additional Reimbursement--Fees, Fares, or Costs for Rental Vehicles		SWE	SWEATS		No max. quantity		
4	Temporary Shelter/Housing		SWE	SWEATS		No max. quantity		
5	Utility Assistance Payment		SWE	SWEATS		No max. quantity		
6	Other Personal Tangible Individual Benefits		SWE	SWEATS		No max. quantity		
SECTION: SWEATS Loaned Appliances Program								
1	Portable Equipment Delivered on Loan to a Dwelling	Air Conditioner	SWE	SWEATS		No max. quantity		
		Evaporative Cooler						
		Heater						
		Fan						
		Generator						
		Other						
2	Other Emergency Services		SWE	SWEATS		No max. quantity		
3	Fuel for Generators		SWE	SWEATS		No max. quantity		

* Classification Key			
ADS	Assessment/Diagnostics	HSM	Health and Safety Measure
EBL	Electric Baseload Measure	INF	Infiltration Reduction Measure
EEU	Energy Efficiency Upgrade	INS	Insulation Measure
GHW	General Heat Waste	OTH	Other Program Cost
HCM	Heating/Cooling Measure	SWE	SWEATS

** Maximum reimbursements do not represent fixed fees. Waivers must be sought if costs and/or quantities exceed maximums or installation is outside the scope of the program.

Exhibit E

LIHEAP Maximum Measures Chart

**REIMBURSEMENT RATES
FOR WEATHERIZATION AND EHCS ACTIVITIES**

Line No.	Measure	Type	Classification *	Allowable Measures by Funding Source	Maximum Expenditure Limits Per Job (NO FIXED FEES **)	Quantity Limits Per Job	Reweathering - LIHEAP and ECIP Useful Life (Replacement Cycle in Full Years)	Useful Life
SECTION: Mandatory - Assessments/Diagnostics								
1	Dwelling Assessment	With Attic	ADS	LIHEAP	No maximum at this time	1 assessment per dwelling unless expired		6 months
		Without Attic						
		Modified Assessment (for Reweatherized dwellings only)						
2	REM/Design Energy Audit		ADS	LIHEAP	No maximum at this time	1 audit per dwelling		
3	Combustion Appliance Safety Test	Pre	ADS	LIHEAP, ECIP EHCS	No maximum at this time	No maximum at this time	Required if infiltration reduction measures (INF) are installed	60 days
		Post						
4	Blower Door Test	Pre	ADS	LIHEAP	No maximum at this time	No maximum at this time		
		Post						
5	Duct Leakage Test	Pre	ADS	LIHEAP, ECIP EHCS	No maximum at this time	No maximum at this time		
		Post						
6	Environmental Testing		ADS	LIHEAP, ECIP EHCS	No maximum at this time	No maximum at this time	If incurred	
7	HERS Rater		ADS	LIHEAP, ECIP EHCS		No max. quantity	If incurred	
8	Permits		ADS	LIHEAP, ECIP EHCS		No max. quantity	If incurred	
9	Contractor Post-Weatherization Inspection		ADS	LIHEAP	No maximum at this time	1 inspection per dwelling unless return visit is necessary to inspect additional work performed		
SECTION: Mandatory - Health and Safety								
1	Carbon Monoxide Alarm	Lithium Battery	HSM	LIHEAP, ECIP EHCS	\$68 per alarm	1 occurrence per dwelling; no maximum quantity	4	
2	Smoke Alarm	Lithium Battery or Hard-Wired	HSM	LIHEAP, ECIP EHCS	\$68 per alarm	1 occurrence per dwelling; minimum quantity as required by code	4	
3	Cooking Appliance Repair, Free Standing Range or Cook Top	Electric	HSM	LIHEAP	\$467 per dwelling or 50% of replacement	1 repair or replacement per dwelling; primary only	4	
		Natural Gas and Propane						
		Other Types Not Listed						

**REIMBURSEMENT RATES
FOR WEATHERIZATION AND EHCS ACTIVITIES**

Line No.	Measure	Type	Classification *	Allowable Measures by Funding Source	Maximum Expenditure Limits Per Job (NO FIXED FEES **)	Quantity Limits Per Job	Reweathering - LIHEAP and ECIP Useful Life (Replacement Cycle in Full Years)	Useful Life
4	Cooking Appliance Replacement, Free Standing Range or Cook Top	Electric	HSM	LIHEAP	\$934 per dwelling	1 repair or replacement per dwelling; primary only	10	
		Natural Gas and Propane						
		Other Types Not Listed						
5	Cooling Repair	AC Wall/Window	HSM	LIHEAP, ECIP EHCS	\$788 per dwelling or 50% of replacement	1 repair or replacement per dwelling; primary only	4	
		Evaporative Cooler			\$822 per dwelling or 50% of replacement			
		FAU (Split System)			\$1742 per dwelling or 50% of replacement			
		Multi-Unit Central System			\$788 per MUD or 50% of replacement			
6	Cooling Replacement	AC Wall/Window	HSM	LIHEAP, ECIP EHCS	\$1575 per dwelling	1 repair or replacement per dwelling; primary only	10	
		Evaporative Cooler Roof			\$1644 per dwelling		15	
		Evaporative Cooler Window/Wall			\$3483 per dwelling		20	
		Forced Air Unit (Split System)			\$1575 per MUD			
7	CVA Venting	All Other	HSM	LIHEAP, ECIP EHCS	\$225 per dwelling	1 repair or replacement per dwelling	N/A	
		Louver Doors Only			\$500 per dwelling			
8	Heating Source Repair	Exterior Wall Direct Vent, Interior Wall and Floor Furnace	HSM	LIHEAP, ECIP EHCS	\$1742 per dwelling or 50% of replacement	1 repair or replacement per dwelling; primary only	4	
		Forced Air Unit (Split System)			\$2296 per dwelling or 50% of replacement			
		Multi-Unit Central System			\$1742 per MUD or 50% of replacement	1 repair or replacement per MUD unit; primary only (66%/50% rule applies)		
		Other Types Not Listed			\$2375 per dwelling or 50% of replacement			
		Package (Dual Pack)			\$3364 per dwelling or 50% of replacement	1 repair or replacement per dwelling; primary only		
		Wood-Fueled			\$2375 per dwelling or 50% of replacement			

**REIMBURSEMENT RATES
FOR WEATHERIZATION AND EHCS ACTIVITIES**

Line No	Measure	Type	Classification *	Allowable Measures by Funding Source	Maximum Expenditure Limits Per Job (NO FIXED FEES **)	Quantity Limits Per Job	Reweathering - LIHEAP and ECIP Useful Life (Replacement Cycle in Full Years)	Useful Life
9	Heating Source Replacement	Exterior Wall Direct Vent, Interior Wall and Floor Furnace	HSM	LIHEAP, ECIP EHCS	\$3483 per dwelling	1 repair or replacement per dwelling; primary only	20	
		Forced Air Unit (Split System)			\$4591 per dwelling			
		Multi-Unit Central System			\$3483 per dwelling			
		Other			\$4749 per dwelling			
		Package (Dual Pack)			\$6728 per dwelling			
		Wood-Fueled			\$4749 per dwelling			
10	Lead-Safe Weatherization		HSM	LIHEAP, ECIP EHCS	N/A	As required by EPA	N/A	
11	Water Heater Repair	Electric	HSM	LIHEAP, ECIP EHCS	\$970 per dwelling or 50% of replacement	1 repair or replacement per dwelling; primary only	4	
		Gas & Propane						
		Mobile Home						
		Multi-Unit Central System						
12	Water Heater Replacement	Electric	HSM	LIHEAP, ECIP EHCS	\$1940 per dwelling	1 repair or replacement per dwelling; primary only	10	
		Natural Gas and Propane						
		Mobile Home						
		Multi-Unit Central System						
SECTION: Mandatory								
1	Attic Ventilation		INS	LIHEAP	\$355 per dwelling	1 occurrence per dwelling; no maximum quantity	20	
2	Caulking	Mobile Home	INF	LIHEAP	\$90 per dwelling	1 caulking per dwelling	4	
		Multi-Unit			\$45 per dwelling			
		Single			\$75 per dwelling			
3	Ceiling Insulation	R-value 0-11	INS	LIHEAP	\$0.86 per sq ft	1 occurrence per dwelling; no maximum quantity	20	
		R-value 12-19			\$1.05 per sq ft			
		R-value 20-30			\$1.18 per sq ft			
		R-value 31-38			\$1.40 per sq ft			

**REIMBURSEMENT RATES
FOR WEATHERIZATION AND EHCS ACTIVITIES**

Line No.	Measure	Type	Classification *	Allowable Measures by Funding Source	Maximum Expenditure Limits Per Job (NO FIXED FEES **)	Quantity Limits Per Job	Reweathering - LIHEAP and ECIP Useful Life (Replacement Cycle in Full Years)	Useful Life
4	Compact Fluorescent Lamps	Hard Wire	EBL	LIHEAP	\$68 per lamp	2 lamps per dwelling	4	
		Thread Based			\$7 per bulb	10 bulbs per dwelling		
5	Cover Plate Gasket		INF	LIHEAP	\$33 per dwelling	1 occurrence per dwelling, no maximum quantity	20	
6	Door, Exterior (All Other Types)	Repair	INF	LIHEAP	\$250 per door	1 occurrence per dwelling, no maximum quantity	15	
		Replacement - Catastrophic leaks only			\$500 per door			
7	Door, Sliding Glass	Repair - 72" x 80" and smaller	INF	LIHEAP	\$713 per door	1 repair per dwelling	15	
		Repair - Greater than 72" x 80"			\$856 per door			
		Replacement - 72" x 80" and smaller - Catastrophic leaks only			\$1,425 per door	1 replacement per dwelling		
		Replacement - Greater than 72" x 80" - Catastrophic leaks only			\$1,782 per door			
8	Duct Insulation		INS	LIHEAP	Up to \$0.95 per square foot	1 occurrence per dwelling; no maximum quantity	10	
9	Duct Repair and Replacement		INF	LIHEAP, ECIP EHCS	\$2200 per dwelling	1 repair or replacement per dwelling	10	
10	Filter Replacement	Air Conditioning	GHW	LIHEAP	\$100 per dwelling	1 occurrence per dwelling; no maximum quantity	4	
		Furnace						
11	Fluorescent Torchiere Lamp Replacement		EBL	LIHEAP	\$150 per dwelling	2 lamps per dwelling	4	
12	Glass Replacement - Catastrophic leaks only		INF	LIHEAP	\$525 per dwelling	1 occurrence per dwelling; no maximum quantity	10	
13	Hot Water Flow Restrictor	Faucet Restrictor	GHW	LIHEAP	\$8 per restrictor	1 occurrence per dwelling; no maximum quantity	4	
		Low Flow Handheld Showerhead			\$35 per showerhead			
		Low Flow Showerhead			\$27 per showerhead		10	
		Thermostatic Shower Valve (TSV only)			\$50 per Valve			
Thermostatic Low Flow Showerhead (TSV + LFSH Combo)	\$61 per showerhead TSV combo							
14	Kitchen Exhaust Installation, Repair & Replacement	Range Hoods, Wall/Ceiling Mounts	OTH	LIHEAP	\$350 per dwelling	1 repair or replacement per dwelling	10	
15	Kneewall Insulation	R-value 0-11	INS	LIHEAP	\$1.05 per sq ft	1 occurrence per dwelling; no maximum quantity	20	
		R-value 12-19			\$1.18 per sq ft			

**REIMBURSEMENT RATES
FOR WEATHERIZATION AND EHCS ACTIVITIES**

Line No.	Measure	Type	Classification *	Allowable Measures by Funding Source	Maximum Expenditure Limits Per Job (NO FIXED FEES **)	Quantity Limits Per Job	Reweathering - LIHEAP and ECIP Useful Life (Replacement Cycle in Full Years)	Useful Life
16	LED Night Lights		EBL	LIHEAP	\$6 per night light	1 occurrence per dwelling; no maximum quantity	16	
17	LED Replacement Bulbs		EBL	LIHEAP	\$25 per bulb	1 occurrence per dwelling; no maximum quantity	16	
18	Limited Home Repair		OTH	LIHEAP ECIP EHCS	\$600 per dwelling (Amount TBD for disasters)	1 occurrence per dwelling	Dependent upon measure it supports	
19	Low Flow Toilet	Replacement (only when required by local building department permit process)	GHW	LIHEAP, ECIP, EHCS	\$325 per toilet	1 occurrence per dwelling; quantity determined by permit requirements	20	
20	Mechanical Ventilation (if required by blower door diagnostics and MV calculations)	Balanced System	OTH	LIHEAP	\$1,700 per dwelling	1 occurrence per dwelling	10	
		Exhaust System			\$1,200 per dwelling			
		Supply System			\$1,200 per dwelling			
21	Microwave Oven		EBL	LIHEAP	\$284 per oven	1 oven per dwelling	10	
22	Minor Envelope Repair		INF	LIHEAP	\$400 per dwelling (Amount TBD for disasters).	1 occurrence per dwelling	4	
23	Refrigerator Replacement	19 cu. ft. and below	EBL	LIHEAP	\$1032 per appliance	1 replacement per dwelling	15	
		Over 19 cu. ft.			\$1187 per appliance			
24	Thermostat	Manual	HCM	LIHEAP	\$65 per thermostat	1 thermostat per dwelling	10	
		Programmable - Standard			LIHEAP	\$157 per thermostat		
25	Vacancy Sensor Switch		EBL	LIHEAP	\$55 per Sensor	1 occurrence per dwelling; no maximum quantity	8	
26	Vent Cover, Interior	Evaporative Cooler/Air Conditioner	INF	LIHEAP	\$66 per cover	2 covers per dwelling	4	
27	Water Heater Insulation		GHW	LIHEAP	\$55 per blanket	1 blanket per dwelling	4	
28	Water Heater Pipe Insulation		GHW	LIHEAP	\$3.90 per lin ft	1 occurrence per dwelling; no maximum quantity	10	
30	Weatherstripping	Hinged Door	INF	LIHEAP	\$44 per door	1 occurrence per dwelling; no maximum quantity	4	
		Other	INF		\$2.10 per lin ft			
31	Window	Repair - Catastrophic leaks only	INF	LIHEAP	\$1200 per dwelling	1 occurrence per dwelling; no maximum quantity	20	
		Replacement - Catastrophic leaks only			\$2400 per dwelling			

**REIMBURSEMENT RATES
FOR WEATHERIZATION AND EHCS ACTIVITIES**

Line No.	Measure	Type	Classification *	Allowable Measures by Funding Source	Maximum Expenditure Limits Per Job (NO FIXED FEES **)	Quantity Limits Per Job	Reweathering - LIHEAP and ECIP Useful Life (Replacement Cycle in Full Years)	Useful Life
SECTION: Solar System Services								
1	Solar Water Heater	System Removal	OTH	LIHEAP	No maximum at this time	1 occurrence per dwelling	N/A	
		AET 41SF System Install					10	
		AET 64SF System Install						
		Warranty					N/A	
2	Disposal Fees	Solar System Only	OTH	LIHEAP	No maximum at this time	1 occurrence per dwelling	If incurred	
3	Limited Home Repair	Solar System Only	OTH	LIHEAP	No maximum at this time	1 occurrence per dwelling	If incurred	
SECTION: Optional								
1	Ceiling Fan		OTH	LIHEAP	\$250 per fan	1 occurrence per dwelling; no maximum quantity	10	
2	Exterior Water Pipe Wrap		OTH	LIHEAP	\$3.90 per lin ft	1 occurrence per dwelling; no maximum quantity	10	
3	Floor Foundation Venting		INS	LIHEAP	\$360 per dwelling	1 occurrence per dwelling; no maximum quantity	20	
4	Floor Insulation	> 36" clearance	INS	LIHEAP	\$1.83 per sq ft	1 occurrence per dwelling; no maximum quantity	20	
		< 36" clearance			\$2.23 per sq ft			
5	Mechanical Ventilation	Balanced System	OTH	LIHEAP	\$1,700 per dwelling	1 occurrence per dwelling	10	
		Exhaust System			\$1,200 per dwelling			
		Supply System			\$1,200 per dwelling			
6	Power Strips	Tier 2 Advanced	EBL	LIHEAP	\$105 per strip	1 occurrence per dwelling; no maximum quantity	8	
7	Shadescreens		GHW	LIHEAP	\$500 per dwelling	1 occurrence per dwelling; no maximum quantity	4	
8	Shutters		GHW	LIHEAP	\$6.00 per sq ft	1 occurrence per dwelling; no maximum quantity	10	
9	Storm Windows	Fixed, Glass Glazing	GHW	LIHEAP	\$12.40 per sq ft	1 occurrence per dwelling; no maximum quantity	10	
		Fixed, Polycarbonate			\$18.40 per sq ft			
		Operable, Glass Glazing			\$13.90 per sq ft			
		Operable, Polycarbonate			\$21.40 per sq ft			
10	Timer, Electric Water Heater		EBL	LIHEAP	\$112 per timer	1 timer per dwelling	4	
11	Tinted Window Film		OTH	LIHEAP	\$3.30 per sq ft	1 occurrence per dwelling; no maximum quantity	4	
12	Wall Insulation, Stucco and Wood	R-value 13	INS	LIHEAP	\$2.00 per sq ft	1 occurrence per dwelling; no maximum quantity	20	

REIMBURSEMENT RATES
FOR WEATHERIZATION AND EHCS ACTIVITIES

Line No.	Measure	Type	Classification *	Allowable Measures by Funding Source	Maximum Expenditure Limits Per Job (NO FIXED FEES **)	Quantity Limits Per Job	Reweathering - LIHEAP and ECIP Useful Life (Replacement Cycle in Full Years)	Useful Life
SECTION: Optional - Energy Audit Required								
1	Cooling Replacement (Energy Efficiency Upgrades)	AC Wall/Window	EEU	LIHEAP, ECIP EHCS	Requires REM/Design Energy Audit	1 repair or replacement per dwelling; primary only	10	
		Evaporative Cooler Roof					15	
		Evaporative Cooler Window/Wall Forced Air Unit (Split System)					20	
		Multi-Unit Central System					1 repair or replacement per MUD unit; primary only (66%/50% rule applies)	
2	Heating Source Replacement (Energy Efficiency Upgrades)	Exterior Wall Direct Vent, Interior Wall and Floor Furnace	EEU	LIHEAP, ECIP EHCS	Requires REM/Design Energy Audit	1 repair or replacement per dwelling; primary only	20	
		Forced Air Unit (Split System)				1 repair or replacement per MUD unit; primary only (66%/50% rule applies)		
		Multi-Unit Central System						
		Other						
		Package (Dual Pack)				1 repair or replacement per dwelling; primary only		
Wood-Fueled								

**REIMBURSEMENT RATES
FOR WEATHERIZATION AND EHCS ACTIVITIES**

Line No.	Measure	Type	Classification *	Allowable Measures by Funding Source	Maximum Expenditure Limits Per Job (NO FIXED FEES **)	Quantity Limits Per Job	Reweathering - LIHEAP and ECIP Useful Life (Replacement Cycle in Full Years)	Useful Life
3	Windows	Replacement	EEU	LIHEAP	Requires REM/Design Energy Audit; includes sliding glass doors	1 occurrence per dwelling; no maximum quantity (66%/50% rule applies for MUD)	20	
SECTION: Other Program Costs								
1	Wages - Field Staff		OTH	LIHEAP, ECIP EHCS, SWEATS		No max. quantity		
2	Wages - Program Management & Support		OTH	LIHEAP, ECIP EHCS, SWEATS		No max. quantity		
3	Workers' Compensation		OTH	LIHEAP, ECIP EHCS, SWEATS		No max. quantity		
4	Ancillary Supplies		OTH	LIHEAP, ECIP EHCS	Based upon inventory records	No max. quantity		
5	Disposal Fees		OTH	LIHEAP, ECIP EHCS		No max. quantity	If incurred	
6	HPO Costs		OTH	LIHEAP, ECIP EHCS		No max. quantity	If incurred	
7	Lodging and per diem		OTH	LIHEAP, ECIP EHCS	\$750 per trip	1 trip per weatherized dwelling	1 trip per reweatherized dwelling	
8	Vehicle & Equipment Repair, Maintenance, Fuel		OTH	LIHEAP, ECIP EHCS, SWEATS		No max. quantity		
9	Waste Breakage		OTH	LIHEAP, ECIP EHCS, SWEATS	Based upon inventory records and justification	No max. quantity		
10	Solar Water Heater Maintenance		OTH	LIHEAP	No maximum at this time	No maximum at this time	10	
SECTION: SWEATS Program Costs								
1	Portable Equipment Purchased and Held on Reserve	Air Conditioner	SWE	SWEATS		No max. quantity		
		Evaporative Cooler						
		Heater						
		Fan						
		Generator						
		Other						

**REIMBURSEMENT RATES
FOR WEATHERIZATION AND EHCS ACTIVITIES**

Line No.	Measure	Type	Classification *	Allowable Measures by Funding Source	Maximum Expenditure Limits Per Job (NO FIXED FEES **)	Quantity Limits Per Job	Reweatherization - LIHEAP and ECIP Useful Life (Replacement Cycle in Full Years)	Useful Life
2	Repair and Maintenance of Reserved Appliances	Air Conditioner	SWE	SWEATS		No max. quantity		
		Evaporative Cooler						
		Heater						
		Fan						
		Generator						
		Other						
3	Additional Reimbursement--Fees, Fares, or Costs for Rental Vehicles		SWE	SWEATS		No max. quantity		
4	Temporary Shelter/Housing		SWE	SWEATS		No max. quantity		
5	Utility Assistance Payment		SWE	SWEATS		No max. quantity		
6	Other Personal Tangible Individual Benefits		SWE	SWEATS		No max. quantity		

SECTION: SWEATS Loaned Appliances Program

1	Portable Equipment Delivered on Loan to a Dwelling	Air Conditioner	SWE	SWEATS		No max. quantity		
		Evaporative Cooler						
		Heater						
		Fan						
		Generator						
		Other						
2	Other Emergency Services		SWE	SWEATS		No max. quantity		
3	Fuel for Generators		SWE	SWEATS		No max. quantity		

*** Classification Key**

ADS	Assessment/Diagnostics	HSM	Health and Safety Measure
EBL	Electric Baseload Measure	INF	Infiltration Reduction Measure
EEU	Energy Efficiency Upgrade	INS	Insulation Measure
GHW	General Heat Waste	OTH	Other Program Cost
HCM	Heating/Cooling Measure	SWE	SWEATS

** Maximum reimbursements do not represent fixed fees. Waivers must be sought if costs and/or quantities exceed maximums or if installation is outside the scope of the program.

Exhibit F

**Employee Listing and training
classes / certificates completed**

Exhibit G

Subcontractor Agreement

FRESNO ECONOMIC OPPORTUNITIES COMMISSION

Subcontract for Performance of Work

This Subcontract is made effective as of _____, between Fresno County Economic Opportunities Commission doing business as Fresno Economic Opportunities Commission (“Fresno EOC”), and _____ (“Subcontractor Name”).

FRESNO EOC desires to contract with Subcontractor to install all approved measures in the eligible homes as appropriate and applicable.

THEREFORE, in consideration of the promises and covenants set forth hereinafter, FRESNO EOC and Subcontractor agree as follows:

Section 1 – SCOPE OF WORK

1.1. General

A. Subcontractor, shall facilitate, oversee and ensure the installation of energy efficient measures on eligible low-income households located within Fresno County.

B. Subcontractor shall furnish, at their own cost and expense, all necessary labor, materials, transportation, equipment, tools and other appliances, and the services (referred to as the “Work”), in accordance with the terms of this Subcontract. The consequence of any failure of performance required herein is addressed throughout this Subcontract.

C. Subcontractor shall be responsible for planning, and implementing the installation of all approved measures, as well as continuing to implement workforce development when required. Subcontractor will also be responsible for providing and tracking reporting outcomes, as provided herein. Subcontractor shall be compensated in accordance with the reimbursement rates, provided at Attachment II, and with the satisfactory performance of activities specified in this Subcontract.

1.2. Contract Term

A. The term of this Subcontract shall be for a period beginning _____ and ending December 31, 2021, subject to amendment, and by funding availability and changes in Federal or State law, or unless the Subcontract is terminated earlier for any reason.

B. Fresno EOC may terminate this Subcontract for cause, including Subcontractor’s failure of performance or material breach of contract, as provided herein.

1.3. Allocation of Units to be Completed

A. The Subcontractor allocation of units will be dependent on various factors including the amount of funding provided by FRESNO EOC’s funding sources. Therefore, there is no guarantee of the number of units to be allocated under this subcontract.

B. Units allocated to Subcontractor shall be reported and accounted for when completed on a weekly basis.

1.4. Service Area

The weatherization services requested shall be performed in Fresno County.

1.5. Program Authorities – Requirements, Standards, and Guidance

A. All services and activities are to be provided in accordance with applicable federal, state, and local laws, regulations, and guidance, and as those laws, regulations and guidance may be amended from time to time, including but not limited to, the following:

1. CSD Low-Income Weatherization Program (LIWP) Guidelines
2. CSD Low-Income Home Energy Assistance Program (LIHEAP) Guidelines
3. PG&E Energy Savings Assistance Program ESAP Guidelines
4. Department of Energy – Weatherization Assistance Program (DOE/WAP) Guidelines

B. Subcontractor shall comply with all of the requirements, standards, and guidelines contained in this Subcontract or as issued by Fresno EOC and or CSD in accordance with:

1. This Subcontract,
2. Applicable federal and state law, and
3. Major and material changes in the program and/or requirements, which result from CSD guidance, moreover, which substantially affect the Subcontractor's ability to fulfill their obligations or otherwise, serve to create a substantial hardship on the Subcontractor shall be subject to an amendment to this Subcontract;
4. Subcontractor shall notify FRESNO EOC within 15 working days if the Subcontractor is unable to fulfill its obligations under the new guidance.
5. The parties' failure to execute a mutually acceptable amendment in a reasonable period of time, shall result in this Subcontract being without force and effect, as provided in subparagraph 6 subject only to such provisions contained herein as are intended to survive the Subcontract in accordance with the express and implied provisions of applicable state law; and
6. Upon FRESNO EOC's good faith determination, that Subcontract between the parties to any necessary amendment as contemplated in subparagraph B.3 cannot be achieved, then this contract shall be "closed out" and the funds dispersed in accordance with established CSD procedure and policy and as required by state law.

1.6. Other Contract Provisions relating to Subcontractor

A. Meetings: Subcontractor is required to send an authorized representative to attend contractor meetings as scheduled by FRESNO EOC.

B. Program Procedures: Subcontractor will make changes to procedures, work methods, or any other items identified, as required by FRESNO EOC. FRESNO EOC may require Subcontractor to submit internal procedures for any program function and shall periodically monitor Subcontractor for compliance with these procedures as well as compliance with program requirements and standards.

C. General Requirements: Subcontractor shall use best efforts to complete all units assigned consistent with program policies, procedures, and installation standards.

FRESNO EOC can remove any subcontractor or their employees that FRESNO EOC deems to be unfit. Subcontractor is responsible to ensure their administrative or office staff respond to FRESNO EOC's Quality Assurance requests in a timely manner.

D. Certifications and Language Requirements: Subcontractors are required to submit a copy of their Contractor's State License Certificate and owner and officer names; and a copy of their Lead Abatement Certification for their business and any of their certified renovators. Subcontractors will ensure there is at least one crew member on the job that will be able to converse with the customer or can provide translation services. Crew members are responsible for proper assessment of the home, for explaining measures that are to be installed, and for providing operating instructions and warranty information for any new appliances installed.

E. Training Requirements: All assigned personnel must be properly trained through a CSD-approved training center utilizing CSD-approved training curriculum within the specified CSD timeframes. The certified training requirements include but is not limited to Basic Weatherization Training, Lead-Safe Weatherization Training, Blower Door/ Duct Leakage, Combustion Appliance Safety Training, Weatherization Installation and Cal OSHA training.

Section 2 – CONTRACT CONSTRUCTION, ADMINISTRATION, PROCEDURE

2.1. Contract Elements, Amendments, Termination, GTC and Executory Requirements

A. This Subcontract consists of 13 sections, which together, as amended in future phases of the contract, constitute the whole Subcontract between FRESNO EOC and Subcontractor. The articles set out the following terms and conditions:

The basic Subcontract which specifies:

1. The parties to the Subcontract;
2. The term of the Subcontract;
3. The maximum dollar amount of the Subcontract; and
4. The authorized signatures and dates of execution.

B. The Scope of Work

C. Standardized "Administrative and Programmatic Provisions," applicable to all subcontractors, including specified requirements, obligations, provisions, procedures, guidance, forms and technical materials, necessary for program implementation. It is contemplated that some of the articles may be changed or supplemented by amendment in connection with future phases of the Program, as operational and technical requirements change in order to meet the standards and goals for greenhouse gas reduction and other mandates, specified by the California Air Resources Board (ARB) and other authorities with jurisdiction under applicable law.

D. Agreed upon Contract Execution Provisions and Procedures:

1. No part of this Subcontract may be changed or altered by any party, except by a formal written, fully executed amendment, or as provided in paragraph D of Section 1.5 with respect to Program Guidance, or as provided in Section 4.1, with respect to minor modifications.

2. Subcontractor's signature affixed hereon shall constitute a certification that to the best of Subcontractor's ability and knowledge it will, unless exempted, comply with the certifications required under this Subcontract, with particular regard to Article 11, Section 11.1.

2.2. State Contracting Requirements – “General Terms and Conditions, 04/2017”

In accordance with State contracting requirements, specified contracting terms and conditions are made a part of this Subcontract.

2.3. Subcontractor's Option of Termination

A. Subcontractor may, at Subcontractor's sole option, elect to terminate this contract in lieu of adherence to the procedures set out in paragraph D of Section 1.5, should Subcontractor determine that any subsequent Program Guidance, budget modification mandated by CSD, FRESNO EOC, or proposed amendment to the contract is unjustifiably onerous or otherwise inimical to Subcontractor's legitimate business interests and ability to implement the contract in an effective and reasonable manner, PROVIDED:

1. Such notice of termination is in writing and effective thirty (30) calendar days from receipt by FRESNO EOC, delivered by U.S. Certified Mail, Return Receipt Requested. Notice contains a statement of the reasons for termination with reference to the specific provision(s) in the Program Guidance, mandated budget modification, or proposed amendment in question.

B. Subcontractor shall be entitled to reimbursement for all allowable costs incurred prior to termination of the contract. Such reimbursement shall be in accordance with the Program Guidance and contract provisions in effect at the time the cost was incurred.

C. FRESNO EOC may at its option, without further obligation to Subcontractor, procure a replacement provider for Subcontractor's service area in accordance with this Subcontract, CSD Program Guidelines, Established Reimbursement Rates, and state law.

2.4. State Budget Contingency

A. It is mutually agreed that if funds are not appropriated for implementation of the weatherization programs through the State budget process or otherwise, whether in the current year and/or any subsequent year covered by this Subcontract, this Subcontract shall be of no further force and effect. Upon FRESNO EOC's written notice to Subcontractor that no funds are available for contract implementation, the State and FRESNO EOC shall be obligated to pay only for jobs that are already in-progress or committed in writing, prior to Subcontractor's receipt of written notice from FRESNO EOC. Thereafter, FRESNO EOC shall have no obligation to pay the Subcontractor or to furnish other consideration under this Subcontract and there shall be no obligation for further performance of this Subcontract by the State or FRESNO EOC, excepting only such obligations as are intended to survive contract termination or the end of the contract term, such as, but not limited to, contract closeout and final settlement.

B. If program funding for any fiscal year is reduced to such degree that FRESNO EOC reasonably determines that the program cannot be implemented effectively, FRESNO EOC shall, at its sole discretion, have the option either to terminate this Subcontract upon written notice to Subcontractor, in the alternative, to offer and negotiate an amendment addressing the reduced funding. If the parties fail to negotiate a Subcontract on such amendment, FRESNO EOC may at its option give written notice of termination, in which event FRESNO EOC shall be obligated to pay only for jobs that are already in-

progress or committed in writing prior to Subcontractor's receipt of written notice from FRESNO EOC. Thereafter, Subcontractor shall have no further obligations under this Subcontract except for contract closeout obligations and final settlement.

2.5. Other Provisions

A. Assignment. Neither this Subcontract nor any of the rights, interests, or obligations under this Subcontract shall be assigned by any party without the prior written consent of the other parties.

B. Entire Subcontract: This Subcontract (including the attachments and documents, referred to in this Subcontract) constitutes the entire Subcontract and understanding of the parties with respect to the subject matter of this Subcontract and supersedes all prior understandings and Subcontracts, whether written or oral, among the parties with respect to such subject matter.

C. Severability. If any provision of this Subcontract be invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Subcontract will not be in any way impaired and shall remain in full force and effect.

D. Notices. Unless otherwise provided herein, notice given by the parties shall be in writing, delivered personally, by United States mail, or by overnight delivery service (with confirmation). Certain reporting and other communications may be delivered electronically as specified by FRESNO EOC or as is customary between the parties. Notice shall be delivered as follows:

- To Subcontractor's address of record; and
- To Fresno Economic Opportunities Commission: Finance Office
1920 Mariposa Mall, Suite 330
Fresno, CA 93721

Section 3 – ADMINISTRATIVE REQUIREMENTS

3.1. Program Duties, Obligations, and Requirements

Subcontractor shall not perform any work under this Subcontract which violates the contracts terms and conditions, including those which would cause Subcontractor to install measures over the state maximum measure reimbursement. As soon as such an issue is discovered, the issue is to be brought to the attention of FRESNO EOC for resolution and written direction before proceeding with any additional work.

A. Permits — Subcontractor (or its subcontractors) will apply for and obtain permits with the appropriate jurisdiction for all work performed under this Subcontract requiring a permit, e.g., Heating or Cooling appliance replacement, electrical, plumbing, insulation. Subcontractor (or its subcontractors) shall arrange for inspections by appropriate local entities and ensure that final inspection is satisfactorily completed and documented if called for.

B. Satisfactory Completion — Subcontractor is responsible for verifying that installation of energy efficiency measures in accordance with CSD's Weatherization & Installations Standards manual and that have been completed satisfactorily in compliance with the terms of this Subcontract. The cost of this verification is not separately reimbursable and is to be included in Subcontractor's fully loaded labor

rate for installation. FRESNO EOC reserves the right to determine what constitutes the satisfactory completion of the work performed by Subcontractor under this Subcontract, and to require reasonable corrections or additional work above and beyond that which might be required by governing building codes.

C. Correction of Deficiencies — Any necessary corrections found during inspection or post inspection or any corrections required as a result of customer complaints is the responsibility of the Subcontractor (and/or its subcontractors) and shall be performed at no cost to FRESNO EOC, if due to substandard workmanship by Subcontractor. Subcontractor shall reimburse FRESNO EOC for the cost of any re-inspections deemed necessary by FRESNO EOC. The Subcontractor has five (5) calendar days to respond to correction notices.

D. Lead Hazard (Pre-1979 Buildings) — In Pre-1979 dwellings, Subcontractor (or its subcontractors) is to proceed as though a lead hazard exists, performing in a manner to protect against that hazard in accordance with CSD Lead Safe Weatherization and EPA Renovation Rules.

E. Work Order Completion — Subcontractor (or its subcontractors) shall complete all work, as specified in the work order provided by FRESNO EOC, within ninety (90) calendar days from its receipt including all signed off of all final permits per applicable jurisdiction.

F. Late Work Order Assignment — In the event Subcontractor cannot complete all scheduled work on a dwelling within the required time period, Subcontractor may submit a written request to FRESNO EOC to provide an extension of up to thirty (30) calendar days. The request must be submitted no later than (five) 5 calendar days before the expiration date. The request must explain the reasons for the delay and explain the additional time required to complete the work. FRESNO EOC staff have the option to grant Subcontractor an extension for time to complete the required work upon receipt of valid reasons. Additional work may not be issued to Subcontractor until jobs are completed.

G. Work Order Revision — Work orders may be revised when necessary and appropriate and as approved by FRESNO EOC. The Subcontractor is to submit written request to the designated staff at FRESNO EOC.

H. Corrections — Correction Notices for work found deficient in an inspection by FRESNO EOC or a third party. The Subcontractor (or its subcontractors) are to eliminate immediate hazards within twenty-four (24) hours of receiving notification. The Subcontractor (or its subcontractors) are to remedy non-hazardous conditions within ten (10) business days of receiving notification. Paperwork corrections are to be completed and resubmitted to FRESNO EOC within forty-eight (48) hours after completion of the corrections.

I. Invoicing — Subcontractor shall provide an invoice to FRESNO EOC no later than thirty (30) days from the date of install. All invoices submitted to FRESNO EOC shall have Subcontractor's logo, invoice number, install and invoice date, the applicable clients name and address of the unit and the total charges. Any invoices received after the allowable thirty (30) days may be subject to non-payment at the discretion of FRESNO EOC.

J. Warranties - Subcontract shall be responsible for providing a one-year warranty on all measures installed and work completed under the Program.

3.2. Duties and Obligations

FRESNO EOC will pay Subcontractor within ten (10) business days of receiving payment from the applicable funding source as specified herein in accordance with agreed-upon terms and in compliance with applicable laws and the requirements of this Subcontract.

Section 4 – Amendments to SUBCONTRACT

Changes to this Subcontract shall be made by formal amendment with exceptions specified in Section 4.2, below. Subcontractor shall notify FRESNO EOC in writing when any proposed amendment or change will significantly impact Subcontractor's Program Budget, Work plan, or Program Goals.

4.1. Minor Modifications

Subcontractor may request modifications to make minor adjustments to Subcontractor's Budget during the contract term as referenced in Section 8.1(B) (3). Minor modifications shall not affect the maximum amount payable under this Subcontract and are subject to FRESNO EOC's written approval.

4.2. Reduction in Unit Allocations

A. Absent mutual Subcontract, FRESNO EOC may reduce Subcontractor's unit allocation for failure to attain Subcontractor's Program performance.

B. Any reduction unilaterally imposed by FRESNO EOC, shall be subject to the following requirements:

1. FRESNO EOC and Subcontractor shall have monitored Subcontractor's production and their performance indicators throughout the contract term, using the information provided in required reports. The parties shall confer if and when production problems occur and Subcontractor shall take steps to redress the problems.
2. If, despite efforts undertaken in compliance with subparagraph 1, FRESNO EOC determines that Subcontractor has failed to undertake needed remedial steps to address production issues, FRESNO EOC shall give Subcontractor 30-day written notice of intent to reduce contract amount, which reduction shall be effective on expiration of the 30-day notice period or such later date as FRESNO EOC may specify.
3. During the 30-day notice period, the parties will endeavor to amend this Subcontract, reducing Subcontractor's allocation in whole or in part, under mutually agreeable terms. Should the parties fail to agree to an amendment, FRESNO EOC may suspend the contract by written notice, effective upon the expiration of the 30-day notice period, or such later date as FRESNO EOC may specify.
4. Upon receipt of notice of suspension, Subcontractor may conduct production activity only on jobs already in progress and may incur additional direct program expenses only in connection with jobs in progress. Subcontractor shall be reimbursed only for allowable expenses incurred for jobs in process prior to receipt of notice of suspension, and reimbursed only for administrative expenses reasonably necessary to comply with the requirements of this section, regardless when incurred.
5. If the parties do not mutually agree to terminate this Subcontract after any suspension imposed by FRESNO EOC, either party may initiate the hearing and termination process by notice given in accordance with Section 10.4 "Enforcement Process – Noncompliance with the Requirements of this Subcontract."

Section 5 – ADMINISTRATIVE POLICIES AND PROCEDURES

5.1. Internal Controls Requirements

Subcontractor shall ensure the establishment and maintenance of a system of internal accounting and administrative control. This responsibility includes documenting the system, communicating system requirements to employees, and assuring that the system is functioning as prescribed and is modified, as appropriate, for changes in conditions.

5.2. Record Retention Requirements

A. Subcontractor shall maintain adequate records to enable FRESNO EOC to monitor and review Subcontractor's books of account, other financial records and operational records including, but not limited to, client and job files. By adopting and complying with the applicable federal recordkeeping requirements, Subcontractor shall be presumed to have maintained adequate records, for purposes of this section (45 CFR §§ 75.361 - 75.370).

B. Subcontractor shall maintain all records pertaining to this Subcontract for a minimum period of three (3) years after contract has been closed or terminated, or until resolution of all related audit or monitoring findings, enforcement actions, including cost disallowance, legal proceedings or other pending matters of a similar nature, whichever is later.

C. Subcontractor shall retain and secure all employee and client/applicant records and information in compliance with the Information Practices Act of 1977, as amended (Civil Code § 1798 et. seq.).

D. To the extent Subcontractor maintains records in an electronic format, Subcontractor shall ensure that all records are "backed-up" or copied, utilizing appropriate, secure technology in order to avoid unauthorized access, permanent loss or destruction, occasioned by theft, accident, willful acts or negligence, or by fire, flood, earthquake, or other natural disaster.

5.3 Insurance and Fidelity Bond

A. General Requirements

1. Subcontractor agrees that the required insurance policies and bonds, specified below, shall be in effect at its sole cost, at all times during the term of this Subcontract.

2. Subcontractor shall provide FRESNO EOC with written notice at least 30 calendar days prior to cancellation or reduction of insurance coverage to an amount less than that required in this Subcontract and, prior to any lapse or reduction in coverage, provide FRESNO EOC with documentation, as specified in subparagraph 3 showing substitute coverage has been obtained or alternative measures have been taken to ensure compliance with the requirements of this Subcontract, including those applicable to affiliated organizations and subcontractors.

3. In the event said insurance coverage expires during the term of this Subcontract, Subcontractor agrees to provide, at least 30 calendar days prior to said expiration date, a new Certificate of Insurance (ACORD 25) evidencing insurance coverage as provided herein for not less than the remainder of the term of this Subcontract. The Certificate of Insurance (ACORD 25) shall identify and name the State as

Certificate Holder.

4. New Certificates of Insurance are subject to review for content and form by FRESNO EOC.

5. In the event Subcontractor fails to keep in effect at all times the specified insurance and bond coverage as herein provided, FRESNO EOC may, in addition to any other remedies it may have, suspend this Subcontract. With the exception of workers' compensation and fidelity bond, FRESNO EOC shall be named as additional insured on all certificates of insurance required under this Subcontract.

7. Reimbursement payments, to the Subcontractor may be suspended until evidence of the required current insurance coverage has been submitted to FRESNO EOC.

8. Should Subcontractor utilize a subcontractor(s) to provide services under this Subcontract, Subcontractor shall indemnify and hold FRESNO EOC harmless against any liability incurred by that subcontractor(s).

B. Workers' Compensation Insurance

1. During the term of this Subcontract Subcontractor and its affiliated organizations and subcontractors shall maintain legally sufficient workers' compensation insurance issued by an insurance carrier licensed to underwrite workers' compensation insurance in the State of California.

2. Worker's Compensation/Employers' Liability insurance shall not be less than \$1,000,000 for injury or death each accident. Subcontractor will not be paid an advance or any reimbursement of expenses unless it has first submitted to FRESNO EOC either a Certificate of Insurance (ACORD 25) or a Certificate of Consent to Self-Insure, issued by the Director of the Department of Industrial Relations, as evidence of compliance with the workers' compensation insurance requirement.

C. Commercial or Government Crime Coverage (Fidelity Bond)

1. Subcontractor shall maintain commercial crime coverage. The commercial crime policy (hereinafter "fidelity bond") shall include the following coverage or the substantial equivalent: Employee Dishonesty/Theft, Forgery or Alteration, and Computer Fraud. Subcontractor shall ensure that affiliated organizations and subcontractors that assume risks and conduct activities on behalf of Subcontractor, of a nature contemplated in this paragraph shall be appropriately insured.

2. Subcontractor's fidelity bond coverage limits shall not be less than a minimum of three percent (3%) of the total amount set forth under this Subcontract.

3. Subcontractor will not be paid an advance or any reimbursement of expenses unless it has first submitted to FRESNO EOC an appropriate Certificate of Insurance (ACORD 25) as evidence of compliance with the fidelity bond requirement.

D. General Liability Insurance

1. Subcontractor shall maintain during the term of this Subcontract general liability and property damage insurance for a combined single limit of not less than \$500,000 per occurrence.

2. Subcontractor will not be paid an advance or any reimbursement of expenses unless it shall first submit to FRESNO EOC an applicable Certificate of Insurance (ACORD 25), naming FRESNO EOC as an additional insured as evidence of compliance with general liability insurance requirements.

E. Vehicle Insurance

1. Subcontractor shall maintain for the term of this Subcontract vehicle insurance coverage in the amount of \$500,000 for each person and each accident for bodily injury and in the amount of \$500,000 for each person and each accident for property damage.

2. When employees use their own vehicles to perform duties within the scope of their employment, Subcontractor shall have and maintain for the term of this Subcontract non-owned and hired-auto liability insurance in the amount of \$500,000 for each person and each accident for bodily injury and \$500,000 for each person and each accident for property damage. (Driving to and from work shall not be considered within the scope of employment.)

3. Subcontractor will not be paid an advance or any reimbursement of expenses unless it has first submitted an applicable Certificate of Insurance (ACORD 25), designating FRESNO EOC as additional insureds, to FRESNO EOC as evidence of compliance with the stated vehicle insurance requirements.

F. Professional Liability Insurance

1. Errors and Omissions insurance appropriate to the Subcontractor's profession. Coverage shall be for professional error, act or omission arising out of the scope of services shown in the Contract,

2. The limit shall not be less than \$500,000 each claim/\$1,000,000 aggregate.

5.4. System Security Requirements

Subcontractor shall, in cooperation with FRESNO EOC, institute measures, procedures, and protocols designed to ensure the security of data and to protect information in accordance with the Information Practices Act of 1977 (Civ. Code §1798, et seq.), and such other State and Federal laws and regulations as may apply. The parties hereto agree to the following requirements, obligations, and standards in accordance with regulations set in the State Administrative Manual (SAM) and Statewide Information Management Manual (SIMM):

A. General Information/Data Description

The interconnection between FRESNO EOC and Subcontractor is a two-way data exchange. The purpose of the data exchange or direct input is to deliver programmatic data for contract oversight.

B. Data Sensitivity

Data exchanged between FRESNO EOC and Subcontractor must be limited to the program data fields required by the program. No personal or financial information shall be stored or exchanged in the data exchange sessions.

1. Access to the above-mentioned data must only be given to authorized personnel to complete essential duties.

2. To the extent Subcontractor utilizes tablet or other internet-based or mobile devices for client intake and application purposes (“Electronic Intake”) in lieu of paper forms and documents, Subcontractor shall comply with all federal and state information security requirements and with such guidance and protocols as FRESNO EOC may from time to time issue for the purpose of ensuring the integrity of Electronic Intake, including, but not limited to, the use of electronic signatures, data privacy, security, transfer and retention requirements.

C. System Security Expectations

FRESNO EOC’s application system and users shall protect Subcontractor’s application system/data, and the Subcontractor’s application system and users shall protect FRESNO EOC’s application system/data. Technology and systems code and functionality are owned by the respective parties and may not be shared with anyone else or used without the consent of the owner.

D. Incident Reporting

Any party discovering a security incident shall report it in accordance with its incident reporting procedures. Subcontractor shall, within 24 hours of discovery, report to Fresno EOC any security incident contemplated herein. Examples include, but are not limited to, stolen or lost equipment, malware/ransomware detection, suspected hacking, etc.

E. Audit Trail Responsibilities

Both parties are responsible for auditing application processes and user activities. Activities that will be recorded include event type, date and time of event, user identification, success or failure of access attempts, and actions taken by system administrators.

F. Data Sharing Responsibilities

Subcontractor shall ensure that all primary and delegated secondary organizations that share, exchange, or use personal, sensitive, or confidential data, pursuant to this Subcontract and subcontracts issued by Subcontractor, shall adhere to these security requirements and applicable state and federal law, in addition to further data sharing guidance as may be issued by FRESNO EOC during the term of this Subcontract. If data sharing is accomplished via interconnectivity of an application system, then data sharing must be certified to be secure by both parties.

5.5. Codes of Conduct

- A. Subcontractor shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts or subcontracts. No employee, officer, or agent of the Subcontractor shall participate in the selection, award, or administration of a subcontract supported by State funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The

officers, employees, and agents of the Subcontractor shall neither solicit nor accept gratuities, favors, or anything of monetary value from subcontractors or parties to sub- Subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipients.

5.6. Conflict of Interest

A. Subcontractor shall ensure that its employees and the officers of its governing body do not engage in actual or potential conflicts of interest.

B. Subcontractor shall not provide Program services or benefits in situations where an actual or perceived conflict of interest exists, unless the activity is explicitly allowed under Subcontractor's conflict of interest policies and procedures that are compliant with federal requirements. If Subcontractor provides Program services to owner-occupied or rental dwellings that are owned or managed by the Subcontractor, its employee, or officers, such services must be pre-approved in writing by CSD whose approval shall be based on determination that other recipients or potential eligible recipients of services are not prejudiced or adversely affected by the receipt of services by Subcontractor.

C. To obtain approval by CSD, Subcontractor must demonstrate that it will:

1. Follow all eligibility and prioritization requirements as applicable to each service or Program activity;
2. Comply with all dwelling eligibility requirements of this Subcontract, including but not limited to, rent increase and multiple dwelling restrictions;
3. Consent to any further conditions required by CSD. Failure to obtain prior written approval by CSD may result in costs being disallowed.

5.7. Subcontracts

A. Subcontractor may, during the term of this Subcontract, enter into subcontract(s) to provide services pursuant to this Subcontract in the service area(s) specified in Section 1.4 of Article 1. Subcontracts must require that parties comply with all applicable provisions of this Subcontract and the Master Subcontract between FRESNO EOC. Such requirement shall not relieve Subcontractor from any performance obligation created herein, nor from liability for a Subcontractor's failure of performance.

B. Subcontractor shall notify FRESNO EOC if it elects to subcontract for services with organizations or subcontractors that have not been previously approved.

C. Within thirty (30) days of the execution of any subcontract, Subcontractor shall provide written notification to FRESNO EOC of the execution of the subcontract as well as identifying information, to include the name of the subcontractor entity, its address, telephone number, contact person, contract amount, license number as applicable and program description of each subcontractor activity to be performed by the subcontractor.

Notification of subcontract execution shall contain certification by Subcontractor that to the best of Subcontractor's knowledge, the subcontractor is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency. For purposes of this certification of subcontractor eligibility, Subcontractor may rely on information available at <https://www.sam.gov/portal/public/SAM/#1>.

D. If FRESNO EOC determines that Subcontractor has executed a subcontract with an individual or entity listed as disbarred, suspended or otherwise ineligible on the Excluded

Parties List System (EPLS) as of the effective date of the subcontract, costs Subcontractor has incurred under the subcontract may be disallowed.

E. Subcontractor must ensure that funds expended pursuant to this Subcontract are allowable and allocable, and Subcontractor must adopt fiscal control and accounting procedures sufficient to enable the tracing of funds paid to any subcontractor to a level of expenditure adequate to establish that such funds have not been used in violation of this Subcontract. Subcontractor shall ensure that any subcontracts under this Subcontract contain all provisions necessary to ensure adequate substantiation and controls of the expenditure of such funds. Subcontractor may achieve this through detailed invoices, by periodic monitoring of Subcontractor's program activities and fiscal accountability, by retaining a right of reasonable access to the subcontractors' books and records, or by any other method sufficient to meet Subcontractor's responsibility to substantiate costs required under the terms of this Subcontract.

F. Subcontractor shall notify subcontractors in writing no later than five (5) days of such action in the event the State suspends, terminates, or changes to services to be performed that materially alter the obligation of the subcontractor under this Subcontract.

G. Subcontractor is liable for its failure to perform the terms, conditions, and certifications of this Subcontract, without recourse against the State over matters involving such Subcontractor's implementation of this Subcontract, including, but not limited to, disputes, claims, or other legal action for breach of contract, negligence, torts, or criminal acts and other misconduct.

H. Nothing in this Subcontract creates or implies a contractual relationship between FRESNO EOC and any subcontractor or creates any obligation by FRESNO EOC to any subcontractor. Subcontractor is liable to FRESNO EOC for damages to FRESNO EOC for the acts and omissions of its subcontractors that occur in connection with the implementation of this Subcontract. Subcontractor's obligation to pay its Subcontractor's is independent of any obligation to FRESNO EOC to pay Subcontractor, and Subcontractor shall not represent to subcontractors any such obligation of FRESNO EOC to pay or ensure payments to subcontractors.

5.8. Complaint Management Policies and Procedures

A. Subcontractor shall establish and maintain policies and procedures for handling complaints and provide applicants an opportunity to register a complaint based on their experience with attempts to obtain Program services. The policies and procedures shall be in writing and Subcontractor shall provide the complaint process to interested individuals upon request.

B. Subcontractor shall ensure that all formal complaints are documented and include the date, time, client name, client address, nature of the complaint, and actions undertaken by the Subcontractor to resolve the issue. For purposes of this section, "formal complaint" means a written complaint filed with the Subcontractor by the complainant.

C. If the Subcontractor's efforts did not result in a resolution, the Subcontractor may refer the client to FRESNO EOC. The Subcontractor shall contact FRESNO EOC directly and explain the issue, actions taken to resolve the issue, and provide any supporting documentation that indicates the nature and extent of Subcontractor's effort to resolve the issue.

D. FRESNO EOC shall immediately be notified if the Subcontractor has reason to believe that the complainant will contact the media, a State oversight agency or the Governor's Office regarding the complaint.

Section 6 – PROGRAM DESIGN OVERVIEW, PRINCIPLES, AND APPROACH

6.1. General

A. The primary objective of the CSD weatherization programs are to assist eligible low-income participants to help lower their utility bills and make their homes safer. Accordingly, the principal duty of the Subcontractor is to install cost-effective Energy Efficiency (EE) measures to reduce the consumption of energy and GHG emissions in homes within Subcontractor's service area, occupied by households that meet the eligibility requirements, as set forth in the Program Guidelines.

Section 7 – WORKPLAN AND BUDGET

7.1. Subcontractor Goals

Subcontractor's goals, as set forth in the Work plan, shall be determined using Subcontractor's projected output capacity, expressed in terms of the number of dwellings to be served.

Subcontractor Performance

A. Key Performance Indicators

FRESNO EOC will establish Key Performance Indicators (KPIs) for Subcontractor as follows:

1. Project KPIs
2. Total Contract Dollars Spent
3. Total Units Completed
4. Fiscal and Program KPIs
5. Expenditure of assigned units within negotiated production benchmarks
6. Timely submission of required reports to FRESNO EOC in accordance with described schedules and due dates

B. FRESNO EOC Review

1. FRESNO EOC will conduct an ongoing evaluation of Subcontractor's performance related to program and fiscal operations and its demonstrated ability to effectively utilize all funds available under this Subcontract.
2. The issuance of additional budget allocations under this Subcontract or the issuance of additional contracts, and reimbursement payments to the Subcontractor, shall be contingent upon timely receipt of the required reports and/or compliance with the material requirements of this Subcontract.

Section 8: FINANCIAL REQUIREMENTS AND PROGRAM EXPENDITURE REQUIREMENTS

8.1. Budget Guidelines

A. Budget and Allocation Forms -Upon full execution of this Subcontract, Subcontractor shall adhere to the budget as approved by FRESNO EOC in accordance with the accompanying instructions and other applicable provisions of this Subcontract.

B. Modifications

1. If Subcontractor intends to request a modification to this Subcontract, Subcontractor shall submit a Request for Modification with a justification, an updated budget and/or Work plan, if

applicable. Subcontractor may submit the signed request for amendment or modification to FRESNO EOC. For the performance of the Work, FRESNO EOC agrees to pay Subcontractor in accordance with the approved reimbursement rates.

2. All payments under this Subcontract are contingent upon the availability of funds approved by CSD. Continued authorization for program activities is subject to the actions and decisions of CSD. FRESNO EOC reserves the right to adjust unit allocations.
3. Subcontractor shall submit two (2) invoices electronically to FRESNO EOC at the following email address: Latisha.Conway@fresnoeoc.org
4. FRESNO EOC's payment does not constitute or imply acceptance of any portion of the Work and is subject to subsequent inspection of work performed.
5. FRESNO EOC may withhold payment of the whole or part of any sum due or claimed by Subcontractor to such extent as may be necessary to protect FRESNO EOC, CSD, or any of its customers from loss or damage due to any of the following as FRESNO EOC determines in its sole discretion:
 - Failed, rejected, nonconforming or defective Work not remedied in accordance with this Subcontract.
 - Third-party claims filed or made or reasonable evidence indicating probable filing or making of such claims.
 - Failure of Subcontractor to make payment promptly (and in accordance with any applicable law) to its employees, suppliers, FRESNO EOC approved subcontractors, or to any tax authorities (federal, state or local).
 - Damage (whether to property or person) caused by Subcontractor to another subcontractor, FRESNO EOC, CSD, or to third parties.
 - Failure of Subcontractor to diligently complete the Work and maintain satisfactory progress including but not limited to meeting the program benchmarks.
 - Reasonable evidence that the unpaid balance of any compensation due Subcontractor is insufficient to cover any liquidated damages or delay damages for which Subcontractor is or maybe liable.
 - Any other material breach by Subcontractor of its obligations under this Subcontract.

In no event shall the total amount to be paid by FRESNO EOC under this Subcontract exceed contracted amount.

Section 9 – REPORTING POLICIES AND PROCEDURES

9.1. General Reporting Requirements

- A. Subcontractor shall submit to FRESNO EOC data and information relating to production activity (installed measures) in accordance to CSD's Weatherization Installation Standards and Program guidelines.
- B. Payment to Subcontractor for any given month shall be contingent upon receipt and approval by FRESNO EOC of required Program reports.
- C. Subcontractor shall submit monthly progress reports on homes completed and work-in-progress.

Section 10: PROGRAMMATIC REQUIREMENTS, POLICIES, AND PROCEDURES

10.1. Program Standards and Requirements

- A. The Subcontractor must adhere to CSD's "Standard Agreement" provisions and all technical documents related to the weatherization program. A copy of the CSD's Standard Agreement can be provided upon request along with CSD's Weatherization Installation Standards Manual and CSD Program Field Guide
- B. Any changes in Subcontractor's production allocations shall be reflected in a new or revised Subcontract.

Section 11: COMPLIANCE REQUIREMENTS, POLICIES, AND PROCEDURES

11.1 Right to Monitor, Audit, and Investigate

- A. Any duly authorized representative of the state government, which includes but is not limited to the State Auditor, CSD staff, and any entity selected by CSD to perform third-party inspections and/or investigations, shall have the right to monitor and audit Subcontractor and all subcontractors providing services under this Subcontract through on-site visits, audits, and any other appropriate means CSD deems necessary.
- B. Subcontractor shall, upon reasonable notice, make available all information and materials reasonably necessary for FRESNO EOC to substantiate to its satisfaction that expenditures incurred under this Subcontract are allowable and allocable, including, but not limited to files, books, documents, papers, and records. Subcontractor agrees to make such information and materials available to FRESNO EOC, CSD, or any of their duly authorized agents or representatives, for purpose of examination, copying, or mechanical reproduction, on or off the premises of the subject entity.
- C. Any duly authorized agent or representative of the state government shall have the right to undertake investigations in accordance with applicable law.

ARTICLE 12: CERTIFICATIONS AND ASSURANCES, STATE POLICY PROVISIONS

12.1. Certifications

- A. Subcontractor certifies that to the best of its ability and knowledge it will, unless exempted, comply with the provisions set forth in the following:
 - 1. Drug-Free Workplace Requirements
 - 2. National Labor Relations Board Certification
 - 3. Expatriate Corporations
 - 4. Domestic Partners
 - 5. Labor Code/Worker's Compensation
 - 6. Americans with Disabilities Act
 - 7. Subcontractor Name Change
 - 8. Air or Water Pollution Violation
 - 9. Information Integrity and Security (Department of Finance, Budget Letter 04-35)
 - 10. Safeguarding Against and Responding to a Breach of Security Involving Personal Information (Office of Information Security and Privacy Protection, Management Memo08-11).

12.2. State Certifications Regarding Debarment, Suspension, and Related Matters

Subcontractor hereby certifies to the best of its knowledge that it or any of its officers, or any subcontractors:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- B. Have not within a three (3) year period preceding this Subcontract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph B above of this certification; and
- D. Have not within a three (3) year period preceding this Subcontract had one or more public (federal, state, or local) transactions terminated for cause or default.
- E. If any of the above conditions are true for the Subcontractor or any of its officers, Subcontractor shall describe such condition and include it as an attachment to the Contract. Based on the description, FRESNO EOC in its discretion may decline to execute this Subcontract or set further conditions of this Subcontract. In the event any of the above conditions are true and not disclosed by Subcontractor, it shall be deemed a material breach of this Subcontract, and may terminate this Subcontract for cause immediately pursuant to the termination provisions of State law.
- F. As provided in this article, Subcontractor must certify in writing to the best of its knowledge that any subcontractor(s) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

12.3. Affirmative Action Compliance

A. When applicable, each Subcontractor shall be required to develop a written Affirmative Action Compliance Program.

12.4. Nondiscrimination Compliance

A. Subcontractor certifies that to the best of its ability and knowledge will, unless exempted, comply with the nondiscrimination program requirements set forth in this section.

B. Subcontractor hereby certifies compliance with the following:

1. Federal Executive Order 11246, as amended by Executive Order 11375, relating to equal employment opportunity.
2. Title VI and Title VII of the Civil Rights Act of 1964, as amended.
3. Rehabilitation Act of 1973, as amended.
4. Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended.
5. Title 41, Code of Federal Regulations (CFR), Chapter 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, as amended.
6. Public Law 101 336, Americans with Disabilities Act of 1990

12.6. Specific Assurances

A. American-Made Equipment/Products

Subcontractor shall make a recommendation to its subcontractors that, to the extent practicable, all equipment and products purchased with funds made available under this Subcontract should be American made.

B. Federal and State Occupational Safety and Health Statutes

Subcontractor assures that it shall comply with the provisions as set forth in the following federal and state statutes:

1. Federal and State Occupational Safety and Health Statutes;
2. California Safe Drinking Water and Toxic Enforcement Act of 1986;
3. Universal Waste Rule (Hazardous Waste Management System: Modification of the Hazardous Waste Recycling Regulatory Program); Final Rule; and
4. Workers' Compensation laws.

ARTICLE 13: CONTRACTING REQUIREMENTS

13.1. APPROVAL: This Subcontract is of no force or effect until signed by both parties. Subcontractor may not commence performance until this subcontract is signed by both parties.

13.2. AMENDMENT: No amendment or variation of the terms of this Subcontract shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Subcontract not incorporated in the Subcontract is binding on any of the parties.

13.3. ASSIGNMENT: This Subcontract is not assignable by the Subcontractor, either in whole or in part, without the consent of FRESNO EOC in the form of a formal written amendment.

13.4. AUDIT: Subcontractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Subcontract. Subcontractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Subcontractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Subcontractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Subcontract. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896). officers, agents and employees from any and all claims and losses accruing or resulting to any and all Subcontractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Subcontract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Subcontractor in the performance of this Subcontract.

13.6. DISPUTES: Subcontractor shall continue with the responsibilities under this Subcontract during any dispute.

13.7. TERMINATION FOR CAUSE: FRESNO EOC may terminate this Subcontract and be relieved of any payments should the Subcontractor fail to perform the requirements of this Subcontract at the time and in the manner herein provided. In the event of such termination FRESNO EOC may proceed with the

work in any manner deemed proper. All costs to FRESNO EOC shall be deducted from any sum due the Subcontractor under this Subcontract and the balance, if any, shall be paid to the Subcontractor upon demand.

13.8. INDEPENDENT SUBCONTRACTOR: Subcontractor, and the agents and employees of Subcontractor, in the performance of this Subcontract, shall act in an independent capacity and not as officers or employees or agents of the State.

13.9. NONDISCRIMINATION CLAUSE: During the performance of this Subcontract, Subcontractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Subcontractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Subcontractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Subcontract by reference and made a part hereof as if set forth in full. Subcontractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Subcontract. Subcontractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Subcontract.

13.10. TIMELINESS: Time is of the essence in this Subcontract.

13.11. COMPENSATION: The consideration to be paid Subcontractor, as provided herein, shall be in compensation for all of Subcontractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

13.12. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

13.13. ANTITRUST CLAIMS: The Subcontractor by signing this Subcontract hereby certifies that if these service or goods are obtained by means of a competitive bid, the Subcontractor shall comply with the requirements of the Antitrust Claims Government Code.

13.16. CHILD SUPPORT COMPLIANCE ACT: For any Subcontract in excess of \$100,000, the Subcontractor acknowledges in accordance with Public Contract Code 7110, that:

- A. The Subcontractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- B. The Subcontractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

13.17. UNENFORCEABLE PROVISION: In the event that any provision of this Subcontract is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Subcontract have force and effect and shall not be affected thereby.

13.18. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code (PCC 10344(e).)

IN WITNESS WHEREOF, the parties have caused these presents to be duly and properly executed to be effective as of the day and year first hereinbefore written.

Fresno Economic Opportunities Commission

Subcontractor

Title

Date

Title

Date

DRAFT