



## NNCP IIJA Weatherization Assistance Program

### NC DEQ - REGION 2

### PROCUREMENT & CONTRACT MANAGEMENT

### PROC-RFB-001 REQUEST FOR BIDS (RFB)

#### Weatherization Services and Related Program Services

Version: 1.0 | Issue Date: 09/01/2026 | Bid Due Date / Time: 09/30/2026 5:00PM EST

|                                         |                                                                           |
|-----------------------------------------|---------------------------------------------------------------------------|
| <b>Solicitation Number</b>              | NNCP-IIJAWAP-RFB- 001                                                     |
| <b>Issuing Organization</b>             | New North Carolina Project (NNCP)                                         |
| <b>Program</b>                          | Region 2 IIJA Weatherization Assistance Program                           |
| <b>Procurement Method</b>               | Request for Bids (RFB)                                                    |
| <b>Procurement Contact</b>              | Edi Palau                                                                 |
| <b>Bid Submission Location / Method</b> | Online Submission or Mail Submission By Certified Mail or Fed-ex Priority |
| <b>Anticipated Contract Period</b>      | 10/26/2026-10/26/2027                                                     |

## 1. PURPOSE AND SOLICITATION OVERVIEW

New North Carolina Project (NNCP), as the Region 2 IIJA Weatherization Assistance Program provider, is soliciting sealed bids from qualified contractors and service providers for weatherization-related services. This Request for Bids establishes the procurement requirements and process for the solicitation.

NNCP may make separate awards by service category. A bidder may submit a bid for one or more service categories, provided the bidder meets the requirements applicable to each category for which it submits a bid.

This RFB is the main solicitation document. The individual service agreements are not reproduced in this document. The applicable individual agreement for each service category will be provided and maintained as a separate attachment to the procurement package.

## 2. SERVICE CATEGORIES

- Shell – Attachment A: Shell Subcontractor Agreement
- Insulation Installation – Attachment B: Insulation Installation Subcontractor Agreement
- HVAC – Attachment C: HVAC Subcontractor Agreement
- Electrical – Attachment D: Electrical Subcontractor Agreement
- Plumbing – Attachment E: Plumbing Subcontractor Agreement
- Energy Audit / NEAT & MHEA – Attachment F: Onsite Audit + NEAT & MHEA Audit Subcontractor Agreement
- QCI Final Inspector – Attachment G: QCI Subcontractor Agreement

Each applicable individual service agreement is a separate document and is part of the procurement package for the service category to which it applies. Bidders are responsible for reviewing the complete applicable agreement before submitting a bid.

### 3. RFB PROCUREMENT METHOD

This solicitation is conducted as a Request for Bids. The solicitation is intended for clearly defined services for which NNCP can establish the requirements and evaluate bids based on responsiveness, bidder responsibility and qualifications, and the applicable price or rate information.

NNCP intends to award to the lowest responsive and responsible bidder for the applicable service category, subject to the requirements of this RFB, the applicable individual service agreement, available funding, and applicable procurement requirements.

### 4. BID SUBMISSION INSTRUCTIONS

- Bids must be received by the date, time, and submission location/method stated in this RFB or a written addendum.
- Bidders must clearly identify their legal business name and each service category for which they are submitting a bid.
- A bidder submitting for more than one service category must provide the required bid information for each category.
- Bidders must review the complete individual service agreement applicable to each category for which they bid.
- Required pricing or rate information must be completed in accordance with the applicable individual service agreement.
- Bidders must provide required licenses, certifications, insurance information, and other responsibility documentation applicable to the service category.
- Late bids will be handled in accordance with NNCP procurement procedures.
- All costs associated with preparing and submitting a bid are the responsibility of the bidder.

### 5. QUESTIONS, CLARIFICATIONS, AND ADDENDA

Questions concerning this RFB shall be submitted in writing to the procurement contact identified on the cover page. NNCP may issue written clarifications or addenda when necessary. Only written addenda issued by NNCP modify or supplement the solicitation.

### 6. BIDDER QUALIFICATIONS AND RESPONSIBILITY

NNCP will determine whether each bidder is responsible and qualified for the service category proposed. At a minimum, bidders must satisfy the applicable requirements contained in the individual service agreement and any requirements stated in this RFB.

- Required North Carolina licenses or professional credentials, when applicable.
- Required program-specific certifications or training identified in the applicable individual agreement.
- Required insurance coverage and documentation.
- Demonstrated ability to provide the labor, tools, equipment, supervision, and materials required for the service.
- Ability to comply with work orders, inspection requirements, documentation requirements, and payment requirements.
- Ability to perform the work in a timely and workmanlike manner and correct defective or nonconforming work as required.

### 7. BID EVALUATION AND AWARD

NNCP will evaluate bids for responsiveness and bidder responsibility before making an award.

For each service category, NNCP intends to award to the lowest responsive and responsible bidder whose bid satisfies the requirements of this RFB and the applicable individual service agreement, subject to applicable procurement requirements and available funding.

- NNCP may make separate awards by service category.
- Submission of a bid does not guarantee an award, a minimum quantity of work, or a minimum amount of compensation.

- NNCP may reject a bid that is incomplete, materially nonresponsive, submitted by a bidder that does not meet responsibility requirements, or otherwise fails to satisfy the solicitation requirements.
- NNCP may request clarification of an apparent minor irregularity when appropriate and when doing so does not provide an unfair competitive advantage or materially change the bid.

## **8. INDIVIDUAL SERVICE AGREEMENTS**

The applicable individual service agreement is a material part of the procurement package and resulting contractual relationship. The agreements are maintained separately from this RFB and are not reproduced in this document.

The individual service agreements contain service-specific requirements, including applicable scope of services, compensation provisions, qualifications, licensing, insurance, work-order requirements, inspection, payment documentation, warranties, records, and other contractual obligations.

An awarded contractor shall execute the applicable individual service agreement for each service category awarded. NNCP will maintain the executed agreement in the contract file.

## **9. PERFORMANCE, WORK ORDERS, INSPECTION, AND PAYMENT**

- Work shall be performed only when authorized by NNCP through an applicable work order or other authorized written direction.
- Work must be performed in accordance with the applicable individual service agreement and program requirements.
- NNCP will inspect or arrange for inspection of completed work as required by the applicable agreement and program requirements.
- Payment will be made in accordance with the compensation and payment provisions of the applicable individual service agreement and upon receipt of required documentation and acceptable completion of work.

## **10. COMPLIANCE AND RECORDS**

Awarded contractors shall comply with applicable federal, state, local, and program requirements governing the work and with the applicable individual service agreement.

Records shall be maintained and made available as required by the applicable agreement and applicable program requirements.

## **11. RESERVATION OF RIGHTS**

- NNCP reserves the right to reject any or all bids when permitted by applicable procurement requirements.
- NNCP may cancel, postpone, amend, or reissue this solicitation when necessary.
- NNCP may issue written addenda that become part of the solicitation.
- NNCP may make separate awards by service category.
- NNCP may determine that a bidder is nonresponsive or not responsible based on failure to satisfy applicable requirements.
- No bidder shall have a claim against NNCP based solely on issuance of this RFB, participation in the procurement, or non-selection for award.

## **12. BIDDER ACKNOWLEDGMENT**

By submitting a bid, the bidder acknowledges that it has reviewed the requirements of this RFB and the complete individual service agreement applicable to each service category for which it is bidding.

The bidder acknowledges that the applicable individual service agreement contains service-specific requirements and that the bidder is responsible for complying with those requirements if awarded.

13. RFB ATTACHMENT INDEX

| Attachment | Service Category           | Separate Document                                        |
|------------|----------------------------|----------------------------------------------------------|
| A          | Shell                      | Shell Subcontractor Agreement                            |
| B          | Insulation Installation    | Insulation Installation Subcontractor Agreement          |
| C          | HVAC                       | HVAC Subcontractor Agreement                             |
| D          | Electrical                 | Electrical Subcontractor Agreement                       |
| E          | Plumbing                   | Plumbing Subcontractor Agreement                         |
| F          | Energy Audit / NEAT & MHEA | Onsite Audit + NEAT & MHEA Audit Subcontractor Agreement |
| G          | QCI Final Inspector        | QCI Subcontractor Agreement                              |

14. NNCP BIDDER SUBMISSION INFORMATION

This page is an NNCP solicitation submission page and does not replace or modify any individual service agreement.

|                                 |  |
|---------------------------------|--|
| Legal Business Name             |  |
| DBA / Trade Name, if applicable |  |
| Primary Contact                 |  |
| Address                         |  |
| Telephone                       |  |
| Email                           |  |
| Service Category(ies) Bid       |  |

Authorized Signature \_\_\_\_\_

Date \_\_\_\_\_



## NNCP IJA Weatherization Assistance Program

### NC DEQ - REGION 2

### PROCUREMENT & CONTRACT MANAGEMENT

### PROC-RFB-002 - Bid Evaluation Scoring Matrix

Incorporated RFB Attachment

**Purpose.** This scoring matrix is incorporated into and forms part of the NNCP Request for Bids. It establishes the evaluation factors, weights, and scoring method that will be used to evaluate bids.

|                                  |                      |
|----------------------------------|----------------------|
| <b>Solicitation / RFB Number</b> | NNCP-IJAWAP-RFB- 001 |
| <b>Service Category</b>          |                      |
| <b>Bidder Name</b>               |                      |
| <b>Bid Received Date / Time</b>  |                      |
| <b>Evaluator / Reviewer</b>      |                      |
| <b>Evaluation Date</b>           |                      |

**EVALUATION AND SCORING INSTRUCTIONS** The following weighted criteria shall be used consistently for all responsive and responsible bidders. The maximum score is 100 points. Evaluators must apply only the criteria and weights stated in the RFB.

| <b>Evaluation Factor</b>         | <b>Weight</b> | <b>Maximum Points</b> | <b>Evaluator Score</b> |
|----------------------------------|---------------|-----------------------|------------------------|
| Cost / Bid Price                 | 45%           | 45                    |                        |
| Background & Relevant Experience | 25%           | 25                    |                        |
| Workmanship / Quality of Work    | 20%           | 20                    |                        |
| References / Past Performance    | 10%           | 10                    |                        |
| <b>TOTAL</b>                     | <b>100%</b>   | <b>100</b>            |                        |

#### 1. COST / BID PRICE – 45 POINTS

The cost evaluation shall be based on the bid price/rate submitted for the applicable service category and required pricing schedule. The lowest evaluated responsive and responsible price receives 45 points. Other responsive and responsible bids receive proportionate points using the following formula:

$$\text{Cost Score} = (\text{Lowest Responsive \& Responsible Bid} \div \text{Bidder's Bid}) \times 45$$

Where multiple line-item rates are solicited, NNCP shall identify in the solicitation how the line items will be compared or combined for the cost evaluation. The same method shall be applied to all bidders.

#### 2. BACKGROUND & RELEVANT EXPERIENCE – 25 POINTS

- Relevant experience performing the service category being solicited.
- Experience with weatherization, residential rehabilitation, energy-efficiency, or comparable work, as applicable.
- Demonstrated qualifications, staffing, equipment, and capacity to perform the work.
- Experience complying with applicable program, code, licensing, safety, and documentation requirements.

Evaluator Score: \_\_\_\_\_ / 25

### 3. WORKMANSHIP / QUALITY OF WORK – 20 POINTS

- Demonstrated quality and workmanship on comparable projects.
- Ability to perform work in accordance with applicable weatherization standards, specifications, work orders, and the individual service agreement.
- Quality-control practices and ability to correct deficiencies.
- Ability to complete work accurately, safely, and within required timeframes.

Evaluator Score: \_\_\_\_\_ / 20

### 4. REFERENCES / PAST PERFORMANCE – 10 POINTS

- Quality of prior work.
- Reliability and timeliness.
- Responsiveness and communication.
- Performance on comparable contracts or projects.

Evaluator Score: \_\_\_\_\_ / 10

### TOTAL SCORE

|                                             |             |
|---------------------------------------------|-------------|
| <b>Cost / Bid Price</b>                     | _____ / 45  |
| <b>Background &amp; Relevant Experience</b> | _____ / 25  |
| <b>Workmanship / Quality of Work</b>        | _____ / 20  |
| <b>References / Past Performance</b>        | _____ / 10  |
| <b>TOTAL</b>                                | _____ / 100 |

### AWARD DETERMINATION

The highest-scoring bidder is not automatically eligible for award if the bidder is nonresponsive or not responsible. NNCP shall first confirm responsiveness and responsibility and then apply the stated scoring methodology to eligible bids.

|                             |                                                                                          |
|-----------------------------|------------------------------------------------------------------------------------------|
| <b>Recommended Bidder</b>   |                                                                                          |
| <b>Final Score</b>          | _____ / 100                                                                              |
| <b>Award Recommendation</b> | <input type="checkbox"/> Recommend Award <input type="checkbox"/> Do Not Recommend Award |
| <b>Basis / Notes</b>        |                                                                                          |

**RFB Attachment Notice:** This evaluation scoring matrix is part of the solicitation and shall be used consistently for all bidders. The applicable individual service agreements remain separate attachments and are not reproduced here.



## NNCP IIJA Weatherization Assistance Program

# ATTACHMENT A: SUBCONTRACTOR AGREEMENT - SHELL

This Agreement is hereby entered into by and between \_\_\_\_\_  
(Sub-grantee herein "Contractor") and \_\_\_\_\_ (herein  
"Subcontractor"). The agreement is subject to the availability of funds from the Award Agreement #  
DE-EE0010005.

### WITNESSETH

WHEREAS, the Contractor has entered into a Weatherization Assistance Program Agreement with the North Carolina Department of Environmental Quality ("DEQ") (the "WAP Contract"), whereby it has agreed to perform certain weatherization activities pursuant to the Weatherization Assistance Program in North Carolina and;

WHEREAS, the Contractor, as a result of the utilization of its agency procurement procedures determined that the subcontractor is the lowest responsible bidder and;

WHEREAS, the Subcontractor has agreed to undertake the services set forth in Schedule A to fulfill all responsibilities of this Agreement relating to the Project.

NOW, THEREFORE, in furtherance of the Weatherization Assistance Program, and in consideration and the mutual promises and obligations herein provided, the parties do mutually agree as follows:

#### 1. Use of this Contract Document

The Subcontractor acknowledges and agrees that, unless and until executed by the parties, this contract document is a template that DEQ has provided to the Contractor for guidance purposes only (the "Guidance Template"), and that the Subcontractor alone is ultimately responsible for determining whether this or any other contract document used to effect an agreement with the Contractor is legally sufficient for the Subcontractor's purposes.

The Subcontractor further acknowledges and agrees that adoption of this Guidance Template to effect an agreement with the Contractor will not provide safe harbor to either the Contractor or the Subcontractor in the event that either party fails to comply with any of the laws, regulations, rules or policies—whether local, state or federal—applicable to the parties and/or their contractual arrangement. Conversely, the Subcontractor acknowledges and agrees that the Contractor and Subcontractor are under no legal obligation whatsoever to adopt this Guidance Template as the requisite contract document memorializing the parties' agreement. Rather, the Contractor and Subcontractor may elect to execute a different contract document, including any substantive variation of this Guidance Template, so long as such document constitutes a legally binding contract and contains all of the terms, conditions, duties and other contract provisions required under the laws, regulations, rules and policies—whether local, state or federal—applicable to the parties and/or their contractual arrangement.

2. Applicability of WAP Contract

In those instances where services for which the Contractor is responsible under the WAP Contract are to be carried out by the Subcontractor pursuant to the terms of this Agreement, the provisions of the WAP Contract shall be binding on the Subcontractor to the extent applicable under the laws, regulations, rules and policies—whether local, state or federal—governing the parties' contractual arrangement. Upon request, the Contractor shall provide the Subcontractor with a copy of the WAP Contract within a reasonable period of time.

3. Term of Agreement

This Agreement shall begin on \_\_\_\_\_ (Commencement Date) and shall terminate on \_\_\_\_\_ (Termination Date) with the exception of all provisions regarding records retention and guarantees of work which shall survive the termination of this Agreement.

4. Compensation

The Contractor agrees to pay the Subcontractor for services rendered under the terms and conditions of this Contract, subject to any additions and deductions, the reimbursement of the actual cost of materials and labor hours set forth in Schedule B (Price Agreement).

5. Entire Agreement

This Agreement and, to the extent applicable, the WAP Contract, together with any attachments appended prior to the execution of the present Agreement, constitutes the entire Agreement between the parties and shall not be changed, modified or altered in any manner except by an instrument in writing executed by the parties.

6. Notices

Any notice to be given pursuant to this Agreement shall be deemed sufficient if given in writing to the address indicated in this Agreement, or such other address as may be specified in writing, and if given by certified mail, return receipt requested, and unless date of receipt is specified herein, such notice shall be deemed given when mailed.

7. Subcontractor's Obligations

The Subcontractor agrees:

- A. To perform the services provided for in Schedule A (Scope of Services) attached. The services provided by the subcontractor may not be contracted out to any other organization or company.
- B. To comply with all applicable laws, ordinances, codes and regulations of local, state and federal governments, including the obtaining of all required permits and licenses and the requirements of this Agreement, at no additional cost to the Contractor, except that that actual permit and license fees specific to a site of work may be charged to the Contractor.
- C. To use lead safe weatherization in all homes older than 1978 where the possibility of generating dust, both indoors and outdoors, exists. There is no de minimus level recognized, however; the preparation area and clean up area should be sized appropriately for the job. Work requiring lead safe weatherization includes, but is not limited to, side wall insulation installation, repair or replacement of windows or doors, and installation of an attic hatch. Pictures of the lead safe set up must be taken and included with the invoice or emailed the agency. Lead safe weatherization does not need to be followed in homes older than 1978 that have been certified as lead safe by third party verification.
- D. To ensure personnel possess adequate training and knowledge to enable them to appropriately handle suspected asbestos containing materials. Personnel shall be required to successfully complete Occupational Safety and Health Administration's Operations and Maintenance 16-hour course. In order to maintain compliance, an 8-hour refresher course must be taken every fiscal year.

- E. To indemnify and hold harmless the Contractor and any of its officers, agents and employees, from any claims of third parties arising out of any act or omission of the Subcontractor in connection with the performance of this Agreement.
- F. During the term of the contract, the Subcontractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. The Subcontractor must list the Contractor as a certificate holder on all relevant policies. At a minimum, the Subcontractor shall provide and maintain the following coverage and limits:
  - 1. **Worker's Compensation** – The Subcontractor shall provide and maintain Worker's Compensation Insurance as required by the laws of North Carolina, as well as employer's liability coverage and minimum limits of \$500,000.00, covering all of Subcontractor's employees who are engaged in any work under the contract.
  - 2. **Commercial General Liability** – General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit of Limit. (Defense cost shall be in excess of the limit of liability.)
  - 3. **Automobile** – Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles used in performance of the contract. The minimum combined single limit shall be \$500,000.00 bodily injury and property damage; \$500,000.00 uninsured/under insured motorist; and \$1,000.00 medical payment.
  - 4. **Pollution Occurrence Insurance** – Liability insurance to protect against incidental disturbances of environmental pollutants like lead-based paint dust. The policy must provide three basic limits - \$500,000 per occurrence; \$500,000 aggregate for the policy term; and \$2,500 deductible per occurrence. Providing and maintaining adequate insurance coverage is a material obligation of the Subcontractor and is of the essence of this contract. The Subcontractor may meet its requirements of maintaining specified coverage and limits by demonstrating to the Contractor that there is in force insurance with equivalent coverage and limits that will offer a least the same protection to the Contractor. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the Subcontractor shall not be interpreted as limiting the Subcontractor's liability and obligations under the contract.
- G. The Subcontractor and Subcontractor crew members must attend all subcontractor mandatory Weatherization Training provided by the North Carolina Weatherization Assistance Program for subcontractors and must receive necessary training in order to be proficient at performing contracted weatherization functions. The Subcontractor and Subcontractor crew members must attend at least 40 hours of weatherization training yearly.
- H. To perform the work in a workmanlike manner acceptable to the Contractor. The Subcontractor shall promptly correct all work rejected as defective or non-conforming by the Contractor, by (date), but in no event later than the Termination Date of this Agreement.
- I. To guarantee the work performed and materials supplied to be free from defects for a period of one year from the date of final acceptance of all the work required by this Agreement on the unit, or the building containing the unit, if later. Defective work or materials shall be repaired or replaced, at the election of the Contractor, within thirty days of receipt by the Subcontractor of written notice of the defect.

- J. Acceptance of faulty work, or failure on the part of the Contractor to discover defects, will not relieve the Subcontractor of responsibility to correct the defects as set forth herein within the guarantee period.
  - 1. All work assigned to the Subcontractor will be identified by a Job Number and the Subcontractor shall similarly label all invoices, work change orders, etc. with the same number for purposes of identification.
  - 2. The Subcontractor shall provide all required information on forms supplied by the Contractor, or shall supply to the Contractor the information necessary for the completion of such forms.
- K. To provide all labor, tools and equipment necessary to perform this Agreement in an efficient, workmanlike and expeditious manner.
- L. To ensure employees do not smoke or use other tobacco products (including, but not limited to, pipes, cigars, snuff, or chewing tobacco) on any part of the jobsite. A weatherization jobsite includes the home and the property in which the home is located.

#### 8. Payment Schedule

- A. That the subcontractor shall not be entitled to any partial payment. Payment will be upon completion of all (100%) of weatherization work done to each home. The subcontractor submits the following billing requirements for payment:
  - 1. Contractor's Invoice that specifies measure labor, actual material costs (number of insulation bags used must be included), and sales tax.
    - a. If the Subcontractor Invoice does not separate sales tax, then a certified statement of sales taxes paid must accompany the invoice.
  - 2. Interim Readings Diagnostics
  - 3. Lead Renovate Right Post Work Certification that indicates if Renovate Right procedures were required, Job Number and Renovator of Record with a copy of his/her certification.
- B. The contractor agrees to make payment within Thirty (30) working days after receipt of all billing requirements above.
- C. Assignment  
This Agreement is intended to secure the services of the Subcontractor because of its ability and reputation and none of the Subcontractor's services or obligations under this Agreement shall be assigned, subcontracted or transferred.
- D. Records  
The Subcontractor shall retain all papers and records in connection with work performed for a minimum of three (3) years and access will be provided to DEMLR, the US Department of Energy and any of its authorized agents or representatives, or other Federal or State representatives for the purpose of audit, examination, excerpts or transactions.

#### 9. Contractor's Obligations

The Contractor agrees:

- A. To provide work orders in conformance with the North Carolina Weatherization Assistance Program policies.

- B. To conduct a timely post-inspection to determine the acceptability of the services performed by the Subcontractor no later than ten (10) business days after notification by the Subcontractor of completion.
- C. To pay the Subcontractor promptly as required by 10CFR 600.421 and according to this Agreement.
- D. Not to condition payment under this Agreement on the Division certification or approval.

10. Conduct of Agreement

A. Solicitation

The Subcontractor shall not actively solicit business from the clients during the course of the Subcontractor's performance of this Agreement. This provision shall not prevent Subcontractor from providing additional services to the clients at the request of the clients, which additional services shall be performed at the sole cost of the clients. The Contractor is not obligated to pay for any work not initiated by the Contract and outside the scope of work provided on a work order.

B. Delays

When good cause is shown for delay in the work by the Subcontractor, the Contractor shall make a determination specifying alternative payment procedures and/or an extension of time allocated for performance of this Agreement based on confirmation of the delay. Such delays may include, but are not limited to, any of the following: changes in the work, labor disputes, fire, flood, unavoidable casualty or damage to materials, an act or neglect of the property owner or such cause beyond the control of the Subcontractor.

C. Liquidated Damages

It is understood that actual damages due to delay in the performance of the work are uncertain and difficult to ascertain. The reasonably foreseeable damages due to such delay are agreed to be the sum of one hundred dollars (\$100) per day per dwelling unit. The Contractor may withhold and retain such liquidated damages out of any monies due to the Subcontractor under this Agreement.

D. Termination

1. For Fault

If the Contractor determines that the Subcontractor has failed to perform or will fail to perform all or any part of the Subcontractor's services or obligations required under this Agreement, the Contractor may terminate or suspend this Agreement in whole or in part upon written notice by certified mail to the Subcontractor specifying the portions of this Agreement terminated, suspended or reduced. Such notice shall specify the violation(s) of this Agreement, and, in the case of termination, shall specify a reasonable period of not more than ten (10) days nor less than five (5) days from receipt of the notice, at which time the Agreement shall be deemed terminated. In the event of such termination, any materials, supplies, tools or equipment provided by the Contractor shall be returned forthwith by the Subcontractor.

2. Not for Fault

Whenever the Contractor determines that termination of this Agreement in whole or in part is in the best interest of the Contractor or the Division, or in the event that termination is required by a Federal Subgrantee, the Contractor may terminate this Agreement by written notice to the Subcontractor specifying the services terminated and the effective date of the termination. Upon termination, the Subcontractor shall be entitled to and the Contractor shall pay, the eligible costs incurred in compliance with this Agreement until the date of the termination, plus any costs the Subcontractor incurs directly resulting from such termination, provided however, that the total amount paid to the Subcontractor shall not be more than the amount of Total Compensation specified in this Agreement.

3. Termination for Circumstances Beyond the Control of the Subcontractor

The Subcontractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Subcontractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Subcontractor shall notify the Contractor in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contractor of the cessation of such occurrence.”

4. In the event of termination of this Agreement, the Contractor shall simultaneously forward to the North Carolina Weatherization Assistance Program a copy of the required notice.



## NNCP IIJA Weatherization Assistance Program

# ATTACHMENT A: SUBCONTRACTOR AGREEMENT - SHELL

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### **New Subcontractor Onsite Training Addendum**

Contractors are required to provide onsite training for no less than five site-built houses and no less than two mobile homes for Subcontractors who have not previously worked with the Weatherization Assistance Program. The Contractor must provide a representative to be onsite during the entire weatherization process in order to provide technical assistance to the Subcontractor. The contract may extend this monitoring if needed. This Subcontractor Agreement shall:

- ☐ Not be subject to the Training Addendum.
- ☐ Be subject to the Training Addendum.



## ATTACHMENT A: SUBCONTRACTOR AGREEMENT - SHELL

### SCHEDULE A Scope of Services

The Subcontractor agrees to provide the services and materials referenced below. The price listed in Schedule B for these services must include all standard support and finishing materials referenced in the descriptions. All services must be in accordance with the *North Carolina Weatherization Installation Standard Work Specifications*.

1. After gross air leakage (and ducts) are sealed, use the blower door and digital manometer to guide air sealing measures. Interim Readings Diagnostics must be used and submitted with the invoice when performing the following measures:
  - a. Air sealing plumbing, electrical, and HVAC penetrations through ceilings, flooring and exterior walls with polyurethane foam;
  - b. Patch sheet rock on exterior wall to include tape and mud to a ready to paint finish;
  - c. Patch holes in flooring and ceilings using existing type materials if possible;
2. Wrap water heater tanks with external insulation blanket in accordance with the NC Weatherization Installation Standards;
3. Use blower machine to add insulation up to a R38 value (or R30 value if Weatherization Assistant justified) in attics using the manufacturer's bag estimation method. The number of bags used must be included on the invoice submitted to the agency. Attics must contain depth makers, junction box flags, wind baffles, and an MSDS for the product;
4. Use insulation blower machine to add fiberglass insulation to the roof cavities of mobile homes. Roof cavities with bowstring, flat, or cathedral styles shall be filled with insulation to capacity. Any access holes created must be sealed in accordance to the NC Weatherization Installation Standards;
5. Use insulation blower machine (rated at to output at least 2.9 pound per square inch) that is capable to dense pack sidewall insulation to a minimum density of 3.5 pounds per cubic foot of volume;
6. Seal accessible ducts, returns, plenums, connections, and boots with mastic and mesh tape resulting in a reading of no more than one Pascal;
7. Insulate ducts located outside the condition space with R-8, foil-faced duct insulation;
8. Install low-flow showerheads, aerators, and compact florescent lamps;
9. Replace broken window panes;
10. Install opaque, 6-millimeter polyethylene vapor barriers in crawl spaces of site built of modular homes. The seams of each piece must be overlapped 12 inches. The vapor barrier must extend 6 inches up the foundation wall, mechanically fastened;
11. Insulate floors with fiberglass batt insulation to R-19 value. The insulation must be supported by insulation staves or nylon thread no less than 28 inches;
12. Insulate the belly of mobile homes by filling belly to capacity with fiberglass insulation. The belly shall hang no more than 24 inches from the bottom of mobile home subfloor. Any access holes created must be sealed in accordance to the NC Weatherization Installation Standards. Minor rips and tears shall be patched to ensure that the insulation is properly secured;
13. Replace the belly of the mobile home then insulate the belly of mobile homes by filling belly to capacity with fiberglass insulation. The belly shall hang no more than 24 inches from the bottom of mobile home subfloor. Any access holes created must be sealed in accordance to the NC Weatherization Installation Standards; and
14. Install windows, storm windows and doors and instructed by the work order.



## ATTACHMENT A: SUBCONTRACTOR AGREEMENT - SHELL

### SCHEDULE B Subcontractor Compensation

\_\_\_\_\_ (Subcontractor) will be compensated a labor rate of \_\_\_\_\_ Dollars and \_\_\_\_\_ Cents (\$\_\_\_\_\_) per man-hour. The labor rate\* quoted must include all overhead costs including travel, worker compensation, equipment, maintenance, and administrative expenses. Typical crew size is \_\_\_\_\_ persons.

| Material                             | Specification       | Labor Price | Material Price | Total Price (Per Sq. Ft.) |
|--------------------------------------|---------------------|-------------|----------------|---------------------------|
| Blown Cellulose, Site Built Attic    | R-38 (from R-0)     |             |                | \$0.00                    |
| Blown Cellulose, Site Built Attic    | R-30                |             |                | \$0.00                    |
| Blown Cellulose, Site Built Attic    | R-19                |             |                | \$0.00                    |
| Blown Cellulose, Site Built Attic    | R-11                |             |                | \$0.00                    |
| Blown Fiberglass, Site Built Attic   | R-38 (from R-0)     |             |                | \$0.00                    |
| Blown Fiberglass, Site Built Attic   | R-30                |             |                | \$0.00                    |
| Blown Fiberglass, Site Built Attic   | R-19                |             |                | \$0.00                    |
| Blown Fiberglass, Site Built Attic   | R-11                |             |                | \$0.00                    |
| Blown Fiberglass, Roof               | Mobile Home         |             |                | \$0.00                    |
| Elastomeric Reflective Roof Coating  | Mobile Home         |             |                | \$0.00                    |
| Dense-Packed Cellulose, Sidewall     | Exterior Blow       |             |                | \$0.00                    |
| Dense-Packed Cellulose, Sidewall     | Exterior Blow Brick |             |                | \$0.00                    |
| Dense-Packed Cellulose, Sidewall     | Interior Blow       |             |                | \$0.00                    |
| Kneewall Insulation                  | 3 ½" Studs          |             |                | \$0.00                    |
| Fiberglass Placement Sidewall        | Mobile Home         |             |                | \$0.00                    |
| Batt Fiberglass, Floor 16" O.C       | R-19                |             |                | \$0.00                    |
| Batt Fiberglass, Floor 24" O.C       | R-19                |             |                | \$0.00                    |
| Blown Fiberglass, Mobile Belly       | R-7                 |             |                | \$0.00                    |
| Blown Fiberglass, Mobile Belly       | R-11                |             |                | \$0.00                    |
| Blown Fiberglass, Mobile Belly       | R-19                |             |                | \$0.00                    |
| Replacement, Mobile Belly            | Mobile Home**       |             |                | \$0.00                    |
| Dual Pane, Low-E, White Vinyl Window | Site Built          |             |                | \$0.00                    |
| Pre-hung, Insulated Metal Door       | Site Built          |             |                | \$0.00                    |
| Pre-hung Solid Core Wood Door        | Site Built          |             |                | \$0.00                    |
| Glass Storm Window                   | Mobile Home         |             |                | \$0.00                    |
| Dual Pane, Low-E, White Vinyl Window | Mobile Home         |             |                | \$0.00                    |
| Pre-hung, Insulated Metal Door       | Mobile Home         |             |                | \$0.00                    |
| <b>Health &amp; Safety Expense</b>   |                     |             |                |                           |
| Vapor Barrier, Crawlspace            | 6 mil poly          |             |                | \$0.00                    |

Record the prices for installing measures in the chart on the previous page. The total per square foot price must be equal to the sum of the labor price and the material price. These price categories should be adequate for installing in most weatherization situations. Please avoid adding unnecessary price categories.

\*Hourly labor rate cannot be charged for time spent installing insulation, windows, doors or vapor barriers.

\*\*Must be charged only on square footage of belly needing replacement as specified on work order.

Subcontractor Initials \_\_\_\_\_

IN WITNESS THEREOF, the parties have executed this Agreement

**SUBCONTRACTOR – To be signed before submission to the Contractor**

SIGNED:\_\_\_\_\_ DATE:\_\_\_\_\_

NAME (PRINTED):\_\_\_\_\_ TITLE:\_\_\_\_\_

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

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

CITY, STATE, ZIP:\_\_\_\_\_

TELEPHONE:\_\_\_\_\_ EMAIL:\_\_\_\_\_

CERTIFIED LEAD RENOVATOR FIRM # & EXPIRATION DATE: \_\_\_\_\_

GENERAL CONTRACTING LICENSE #: \_\_\_\_\_

**Check One:**   ☐ Invoice shall separate sales tax      ☐ Certified Statement shall be used

**CONTRACTOR – To be signed after state review**

SIGNED:\_\_\_\_\_ DATE:\_\_\_\_\_

NAME (PRINTED):\_\_\_\_\_ TITLE:\_\_\_\_\_

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